

# AGENDA

## WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

**June 4, 2019**

### Item #

- 9:00 AM - Vote to Meet In Closed Session in Commissioners' Conference Room - Room 1103  
Government Center, One West Market Street, Snow Hill, Maryland
- 9:01 - Closed Session: Discussion regarding hiring an Accounting Intern for the Treasurer's Office, an IT Database Administrator/Programming Trainee for the IT Department, Sergeant Kitchen Manager and two Correctional Officer Trainees at the Jail, Landfill Operator I for Solid Waste, and Economic Development Director; considering certain promotions from FY20 budget requests; posting to fill vacancies for new positions approved in the FY20 Operating Budget; and performing administrative functions
- 10:00 - Call to Order, Prayer (Arlene Page), Pledge of Allegiance
- 10:01 - Report on Closed Session; Review and Approval of Minutes
- 10:05 - Presentation of Proclamation Recognizing June as Elder Abuse Awareness Month 1
- 10:10 - Chief Administrative Officer: Administrative Matters 2-12  
(Request for Maryland School Safety Grant Funding Approval; Award of Bids for Diakonia Shelter Renovations; Request for Use of West Ocean City Harbor and Parking Lot for National Championship Power Boat Race; Rural Legacy Easement Agreement of Sale - E.S. Adkins & Company Property; Stormwater Management Review Contract and Proposed Revised Fee Schedule; Crabs to Go Sewer Service; Mystic Harbour Effluent Disposal Project - Change Order Number 2; Quitclaim of Lindsey Lane in Bay Shore Acres; Proposed Traffic Controls at Golf Course Road and Old Bridge Road Intersection in West Ocean City; Pending Board Appointments; Westlaw Contract for Legal Research; and potentially other administrative matters)
- 10:20 -
- 10:30 -
- 10:40 - Public Hearings - Requested Enterprise Fund Budgets  
- Requested FY 19/20 Water and Wastewater Enterprise Fund Budgets and Assessments 13  
- Requested FY 19/20 Solid Waste Enterprise Fund Operating Budget and Fees 14  
- Requested FY 19/20 Liquor Control Enterprise Fund Operating Budget 15
- 10:50 -
- 11:00 - Adopt FY 19/20 County Operating Budget 16-17
- 11:10 -
- 11:20 -
- 11:30 -
- 11:40 -
- 11:50 -
- 12:00 - Questions from the Press; County Commissioner's Remarks
- Lunch
- 1:00 PM - Chief Administrative Officer: Administrative Matters (If Necessary)
- 1:10 -
- 1:20 -
- 1:30 -

### **AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

**Hearing Assistance Units Available** - see Kelly Shannahan, Asst. CAO.

Please be thoughtful and considerate of others.

**Turn off your cell phones & pagers during the meeting!**

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**Minutes of the County Commissioners of Worcester County, Maryland**

May 14, 2019

**Budget Work Session**

Diana Purnell, President  
Joseph M. Mitrecic, Vice President  
Anthony W. Bertino, Jr.  
Madison J. Bunting, Jr.  
James C. Church  
Theodore J. Elder  
Joshua N. Nordstrom

The Commissioners met with Chief Administrative Officer Harold Higgins, Budget Officer Kathy Whited, and Finance Officer Phil Thompson to discuss issues pertaining to the FY20 Requested Operating Budget. The Commissioners deliberated on the projected revenues and requested expenditures in the Committee Reviewed FY20 Operating Budget, which currently reflects estimated revenues of \$202,895,263, and requested general fund operating expenditures of \$202,435,039, which leaves a surplus of \$460,224.

Commissioner Bunting stated that he was surprised by the Committee Reviewed County Budget, which includes a proposed \$0.02 increase in the property tax rate, which concerns him, but he was pleased with the Board of Education (BOE) budget.

Upon a motion by Commissioner Bunting, the Commissioners unanimously agreed to vote separately on the requested FY20 Board of Education (BOE) Operating Budget and the FY20 County Operating Budget.

Mr. Higgins reviewed additional information requested by the Commissioners at the budget work session in April and other information that has come to light since presenting the requested FY20 Operating Budget on March 19, 2019, which includes the following: a second early voting site for the Board of Elections; radio purchases and Harris Master Service Agreement; recommendations regarding the fire and emergency medical services (EMS) funding requests; draft Worcester County Volunteer Fire Company - Paramedic Scholarship Program; draft Length of Service Award Program (LOSAP) changes; FY20 details for recycling and homeowner convenience center (HOCC) revenues and expenditures; Wor-Wic Community College (WWCC) Capital Repair Project Plan approval request; proposed use of Local Impact Grant (LIG) funds from the Ocean Downs video lottery facility; proposed FY20 salary increase for County employees, to include one step increase for eligible classified employees (2.5% increase), an equivalent 2.5% increase for non-classified employees, longevity factor for eligible employees, and a 2% Cost of Living Adjustment (COLA); and proposed FY20 salary increases of \$2,728,986 for BOE employees, to provide a payroll increase of \$2,353,403, which includes a step, longevity step for those eligible, and salary scale adjustments as negotiated, with a 2%



COLA for teachers, support staff, and bus contractors, and a 2% starting teacher pay increase from \$44,700 to \$45,594. Mr. Higgins reviewed proposed funding increases for Other Post Employment Benefits (OPEB), and he stated that the County medical insurance premiums are flat in FY20, thanks to the previous actions of the Commissioners and the work of the Health and Benefit Committee to contain costs.

Mr. Higgins explained that the County financial team, including Mr. Higgins, Ms. Whited, and Mr. Thompson, proposed a 0.5% increase in the income tax rate and a \$0.02 increase in the property tax rate to fund increased expenses, but may also be able to revise the proposed tax increases. He then reviewed the FY20 Final Budget Adjustments worksheet, which includes various proposed budget adjustments based on increasing the income tax rate from 1.75% to 2.25%, which would generate additional income tax revenues of \$3.5 million, or to 2.35%, which would generate an additional \$750,000, with the increase to be dedicated to funding the OPEB liability; and based on either Option 1 - \$0.02 property tax rate increase, which would generate additional revenues of \$3.4 million, or Option 2 - \$0.01 property tax rate increase, which would generate additional revenues of \$1.7 million.

Commissioner Bertino stated that the Commissioners had not previously discussed a property tax increase, so in his mind the County faces a \$3.4 million deficit, which the Commissioners should work to address through budget cuts before considering a property tax rate increase. Commissioner Bunting expressed similar concerns regarding the proposed \$0.02 property tax rate increase. In response to a question by Commissioner Bunting, Mr. Higgins confirmed that the proposed income tax rate increase, which if passed will take effect January 1, 2020, will generate additional revenues of \$3.5 million for the second half of FY20 and \$7 million in FY21, which will fund the OPEB liability during that fiscal year.

The Commissioners then began their review of the additional information for their budget.

After some discussion and upon a motion by Commissioner Mitrecic, the Commissioners voted 5-2, with Commissioners Nordstrom and Purnell voting in opposition, to eliminate the requested second early voting site in Pocomoke and one new position for the Board of Elections for a total reduction of \$117,259 from the requested FY20 Board of Elections budget. Commissioners Nordstrom and Purnell supported the request and stated that the northern early voting location creates an hour round trip for residents of Pocomoke, and an additional location in southern Worcester would encourage more early voting.

Commissioner Mitrecic stated that many of the decisions to be made by the Commissioners was dependent on their discussion regarding personnel, and he suggested the Commissioners meet in closed session to review those matters first.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bertino, the Commissioners unanimously voted to meet in closed session at 9:37 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) of the General Provisions (GP) Article of the Annotated Code of Maryland. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Maureen Howarth, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics



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discussed and actions taken included discussing individual personnel matters and salaries for the FY20 Operating Budget.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session at 10:33 a.m.

The Commissioners reviewed the requests for new positions in the FY20 operating budget.

Upon a motion by Commissioner Bunting, the Commissioners voted 5-2, with Commissioners Nordstrom and Purnell voting in opposition, to deny the request for a Project Manager within County Administration.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously denied the request to reclassify one full-time position of Inspector/Plan Reviewer II to Building Housing and Zoning Supervisor within Development Review and Permitting (DRP).

Upon a motion by Commissioner Nordstrom, the Commissioners unanimously agreed to reclassify one vacant full-time DRP Specialist to a full-time Office Assistant within DRP.

Upon a motion by Commissioner Nordstrom, the Commissioners voted 6-1, with Commissioner Elder voting in opposition to approve the request for one full-time License Permit Clerk within Environmental Programs.

Upon a motion by Commissioner Bertino, the Commissioners unanimously approved the request for two part-time temporary summer interns within Environmental Programs.

A motion by Commissioner Nordstrom to approve the request for one full-time Office Assistant within the Sheriff's Office died for lack of a second.

A motion by Commissioner Nordstrom to approve the request to reclassify one Court Deputy from part-time to full-time failed 1-6, with Commissioner Nordstrom voting in favor of the motion and Commissioners Bertino, Bunting, Church, Elder, Mitrecic, and Purnell voting in opposition.

A motion by Commissioner Nordstrom to approve the request to reclassify two School Resource Officers from part-time to full-time died for lack of a second.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously denied the request for an Electronics Services Project Manager within Emergency Services.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the request for three part-time Communication Clerk I positions within Emergency Services.

Upon a motion by Commissioner Bunting, the Commissioners voted 5-2, with Commissioners Nordstrom and Purnell voting in opposition, to deny the request for one Certified Correctional Officer/Maintenance within the County Jail.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved four part-time Roads Worker II positions within the Roads Division of Public Works to cut grass.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved two part-time temporary Parks Worker I positions within the Parks Division of Recreation and Parks.

Upon motions by Commissioner Bertino, the Commissioners unanimously approved the request for one part-time, temporary Marketing Assistant and one part-time Local History Librarian within the County Library.



Upon a motion by Commissioner Church, the Commissioners unanimously approved the request for a \$125 stipend per week on-call pay for the Safety Coordinator within Human Resources.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to reclassify the Benefits Manager within Human Resources from classified (grade and step) to non-classified (exempt) and to change the title of Chief Plant Operator to Water and Wastewater Treatment Plant Supervisor within the Water and Wastewater Division of Public Works, with no change in salary for either positions.

Upon a motion by Commissioner Nordstrom, the Commissioners unanimously approved the reclassification of four positions in the Maintenance Division of Public Works, including Grounds Worker II and Maintenance Worker II from Grade 9 to Grade 10 and Maintenance Worker III and Grounds Utility Mechanic from Grade 10 to Grade 11.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to hire each new employee as Roads Worker II within the Roads Division of Public Works and to then promote said employee to Roads Worker III upon obtaining a Commercial Drivers License (CDL) B.

Upon motions by Commissioner Bertino, the Commissioners unanimously agreed to reclassify the position of Maintenance Worker II from a Grade 9 to a Grade 10 and to promote Maintenance Worker I's at (G8/S1), with no CDLs and annual salaries each of \$25,771, to Maintenance Worker II's at (G9/S1) upon obtaining their CDLs, with annual salaries each of \$27,082, within the Water and Wastewater Division of Public Works. These reclassifications impact nine employees for a salary increase of \$14,476.

The Commissioners reviewed proposed expenditures for each department and agency within the requested operating budget.

The Commissioners concurred with the Committee Reviewed FY20 County Administration budget of \$1,070,377 to reflect earlier personnel decisions.

With regard to the Circuit Court, upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Committee Reviewed FY20 Circuit Court budget of \$1,246,897.

With regard to the Committee Reviewed FY20 Orphan's Court budget, upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved funding in Account No. 6000.100 Personnel Services Salaries of \$28,500, which reflects salary increases for Orphan's Court Judges to \$7,500, for a total Committee Reviewed FY20 Orphan's Court budget of \$35,794.

Upon a motion by Commissioner Nordstrom, the Commissioners unanimously approved the Committee Reviewed FY20 Circuit Court budget of \$1,400,999.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 Treasurer's Office budget of \$1,098,379.



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Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 Board of Elections budget of \$1,030,085, which also includes salary adjustments made in closed session and the denial of the second early voting site.

Upon a motion by Commissioner Nordstrom, the Commissioners unanimously approved the Committee Reviewed FY20 Human Resources budget of \$405,078.

With regard to the Committee Reviewed FY20 Development Review and Permitting (DRP) budget, upon a motion by Commissioner Bunting, the Commissioners voted 5-2, with Commissioners Church and Purnell voting in opposition, to decrease funding in Account No. 9010.010 Capital Equipment New Vehicles to reduce the vehicle request for two trucks and two mid-sized cars to one mid-sized car. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 DRP budget of \$1,608,868.

With regard to the Committee Reviewed FY20 Environmental Programs budget, upon a motion by Commissioner Bunting, the Commissioners voted 6-1, with Commissioner Nordstrom voting in opposition, to eliminate funding in Account No. 9010.010 of \$29,000 Capital Equipment New Vehicles for one new vehicle and approved the Committee Reviewed budget of \$1,416,203.

With regard to the Committee Reviewed FY20 Information Technology (IT) budget, Commissioner Bertino made a motion, which he later withdrew, to approve the request for one new vehicle. Following further discussion and upon a motion by Commissioner Mitrecic, the Commissioners voted 4-2, with Commissioners Bertino and Bunting voting in opposition and Commissioner Church temporarily absent, to approve the requested new vehicle for IT. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 IT budget of \$515,719.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 Other General Government budget of \$3,080,607.

With regard to the Committee Reviewed FY20 Sheriff's Office budget, upon a motion by Commissioner Bunting, the Commissioners unanimously approved the request for three 4x2 SUVs and two 4x4 SUVs and denied the request for six additional vehicles in Account No. 9010.010 Capital Equipment New Vehicles. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 Sheriff's Office budget of \$7,136,820.

The Commissioners adjourned for lunch.

After lunch the Commissioners resumed their budget work session.

Commissioner Church was absent from the afternoon session.



With regard to the Committee Reviewed FY20 Emergency Services budget, a motion by Commissioner Bunting and seconded by Commissioner Elder to remove all 76 radios for the Board of Education (BOE) to be installed within the buses was later withdrawn. Following some discussion and upon a subsequent motion by Commissioner Bunting, the Commissioners unanimously approved 76 non-public safety radios, and one base station for the BOE office, and associated installation costs of \$260 each for the BOE for a total cost of \$141,171. Upon a motion by Commissioner Bunting, the Commissioners unanimously decreased the request for EMS portable radios from 50 to 25. Upon motions by Commissioner Bertino, the Commissioners unanimously approved the request for 40 non-public safety radios for Fire/EMS and 10 XG75PE radios for use within the Sheriff's Office. For a total FY20 budget of \$2,978,651 for Emergency Services.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 County Jail budget of \$9,394,169.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 Fire Marshal's Office budget of \$525,576.

With regard to the Committee Reviewed FY20 Volunteer Fire Departments budget, upon a motion by Commissioner Bertino, the Commissioners unanimously denied the staff recommended reduction of \$378,410 for supplemental funding within Account No. 7080.010 Fire and Ambulance County Grant to Fire Companies. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the staff recommended increase of \$410,000 within Account No. 7080.020 Fire and Ambulance County Grant to Ambulance Companies. Upon a motion by Commissioner Bertino, the Commissioners unanimously agreed to fund the supplemental funding for the fire companies contingent upon the availability of Local Impact Grant (LIG) funds from table games. Upon a motion by Commissioner Mitrecic, the Commissioners unanimously agreed to increase the LOSAP award program as proposed. Upon a motion by Commissioner Bunting, the Commissioners unanimously approved the addition of \$8,000 within Account No. 7080.xxx EMT Paramedic Tuition Reimbursement Program to fund two scholarships as proposed by the Commissioners. The Commissioners approved the final budget of \$7,467,215 for Volunteer Fire Departments.

Upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Committee Reviewed FY20 Public Works Maintenance Division budget of \$1,104,421.

With regard to the Committee Reviewed FY20 Public Works Roads Division budget, upon a motion by Commissioner Bertino, the Commissioners approved Account No. 9010.010 Capital Equipment New Vehicles, minus the cost of one dump truck. Upon a motion by Commissioner Bertino, the Commissioners unanimously approved the Committee Reviewed FY20 Public Works Roads Division budget of \$3,762,738.

The Commissioners answered questions from the press, after which they adjourned to meet again on May 21, 2019.

## Minutes of the County Commissioners of Worcester County, Maryland

May 21, 2019

Diana Purnell, President  
Joseph M. Mitrecic, Vice President  
Anthony W. Bertino, Jr.  
Madison J. Bunting, Jr.  
James C. Church  
Theodore J. Elder  
Joshua N. Nordstrom

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bunting, the Commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1), (7), and (8) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Harold L. Higgins, Assistant Chief Administrative Officer Kelly Shannahan, County Attorney Maureen Howarth, Public Information Officer Kim Moses, Human Resources Director Stacey Norton; and Sheriff Matt Crisafulli. Topics discussed and actions taken included: hiring Christine Sturm as a part-time, temporary Accounting Intern for the Treasurer's Office, Thomas West as a part-time, temporary Roads Worker II for the Roads Division of Public Works, and Diane Downing as a part-time temporary Office Assistant in County Administration; posting to fill vacancies for a Correctional Officer Trainee at the Jail and an Office Assistant IV in County Administration; discussing personnel matters in the Sheriff's Office; consulting with staff about pending and potential litigation; and performing administrative functions, including considering a request for paid reimbursement for unused leave time for the after hours management of special construction projects; and employee medical leave update.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Bunting, the Commissioners unanimously voted to adjourn their closed session at 10:05 a.m.

After the closed session, the Commissioners reconvened in open session. Commissioner Purnell called the meeting to order, and following a morning prayer by Arlene Page and pledge of allegiance, announced the topics discussed during the morning closed session.

The Commissioners reviewed and approved the open and closed session minutes of their May 7, 2019 meeting as presented.

Pursuant to the written request of Housing Program Administrator Jo Ellen Bynum and upon a motion by Commissioner Bertino, the Commissioners unanimously approved bid specifications to rehabilitate a single-family home in the Berlin area, with funding through the County's current Community Development Block Grant (CDBG).



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Pursuant to the request of Information Technology Director Brian Jones and upon a motion by Commissioner Mitrecic, the Commissioners unanimously authorized Commission President Purnell to sign the Memorandum of Understanding between the Maryland Department of Housing and Community Development (DHCD) and the County Commissioners for funding of up to \$60,000 from DHCD for a State match of up to 50% for the Worcester County Broadband Feasibility Study.

In response to a question by Commissioner Bertino, Mr. Jones stated that the project will commence on June 17, 2019 and would take approximately three months to complete.

Pursuant to the recommendation of County Attorney Maureen Howarth and Public Information Officer Kim Moses and upon a motion by Commissioner Bertino, the Commissioners unanimously approved the proposed Worcester County Social Media Policy, which identifies the purposes of County social media sites, encourages constructive comments on those sites, lists prohibited content and comments, and establishes rules for the removal of content that violates this policy.

Assistant Chief Administrative Officer Kelly Shannahan advised the Commissioners that the County's long-standing policy that the County Commissioners annually approve the number, title, status, and salary of each County-funded position through their approval of the annual County Operating Budget may not have been made clear in the most recently adopted version of the Financial Management Rules and Procedures for County Departments. He, therefore, suggested clarifying language to the policy, which provides that once the budget is approved there are to be no changes to the title, status, number, and salary of each approved position without the Commissioners' express approval. Pursuant to the recommendation of Mr. Shannahan and upon a motion by Commissioner Mitrecic, the Commissioners unanimously adopted Resolution No. 19-15 amending Financial Management Rules and Procedures for County Departments to clarify the budget approval and authorization section.

Pursuant to the request of Human Resources Director Stacey Norton and upon a motion by Commissioner Bertino, the Commissioners unanimously authorized Worcester County to enter into a Memorandum of Understanding (MOU) at an annual cost of \$600 with the Maryland Association of Counties (MACo), which is entering into a contract with TechNet Joint Venture (TechNet), a salary software provider, to allow Maryland's county governments and Baltimore City to enter data into the TechNet system and retrieve specified salary reports. Ms. Norton advised that the County utilizes this data to compare salaries to other counties, and this MOU will automatically renew each year unless the County terminates the agreement in writing 90 days prior to the start of the new agreement.

Pursuant to the request of Recreation and Parks Director Tom Perlozzo and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the Recreation and Parks Youth and Adult Program Fees, as well as the non-recreation fees for the use of Worcester County Recreation and Parks (WCRP) fields, pavilions, and special events for FY19-FY20.

In response to a question by Commissioner Elder, Mr. Perlozzo stated that several fees

# DRAFT

have not been updated for a number of years, and the fee increases proposed will help WCRP recoup the actual maintenance costs. For example, he advised that the sport court set up fee increased from \$0 to \$500 to cover the cost for the 10 staff members needed to assemble the two courts. Chief Administrative Officer Harold Higgins advised that going forward fee schedules for all County departments will be considered during the annual budget process.

The Commissioners met with Mr. Perlozzo to review the proposed Greys Creek Nature Park plan, including the vision, developmental concept, planned activities, budget, and funding, as well as a detailed timeline, for the 572-acre park conveyed by the State to the County in 2006. Mr. Perlozzo advised that WCRP also entered into a Memorandum of Understanding (MOU) in 2014 with the Maryland Coastal Bays Program (MCBP) to cooperatively manage the park. He advised that staff made every effort to address concerns by Hidden Harbor residents during the public comment periods for the draft plan. He concluded that WCRP secured Maryland Department of Natural Resources (DNR) Program Open Space (POS) funds of \$188,345 along with a matching Land and Water Conservation Fund grant of \$188,345, which leaves a 10% or \$37,669 County commitment, most of which will be met through in-kind services to keep projects costs low and reduce expenses to County taxpayers.

Commissioner Mitrecic stated that this is a great project for Worcester County, as it supports active lifestyles and educating the public about protecting and conserving area waterways. In response to a question by Commissioner Bunting, Mr. Perlozzo stated that the MCBP will operate the house on the property as a research center and temporary housing in cooperation with other federal agencies for marsh monitoring and such. He advised that the park's general entrance, parking, and trailhead were moved to a location east of the house to address concerns of Hidden Harbor residents and to control public access. Parks Superintendent Bill Rodriguez confirmed that the park trails will be used for passive recreation only.

Following some discussion and upon a motion by Commissioner Mitrecic, the Commissioners unanimously approved the plan as presented.

In a related matter, Commissioner Bertino thanked Mr. Perlozzo and his staff for recent improvements to Showell Park. Mr. Rodriguez advised that 80 student volunteers from Stephen Decatur High School (SDHS) helped with the work, and he advised that this is the best time of year to get out and visit Worcester County's parks.

Pursuant to the request of Public Works Director John Tustin and upon a motion by Commissioner Bertino, the Commissioners unanimously approved bid specifications for the Newark spray irrigation project. Mr. Tustin stated that a \$1 million grant and a \$1 million loan from the Maryland Department of the Environment (MDE) are available to cover this roughly \$1.6 million project.

Pursuant to the recommendation of Mr. Tustin and upon a motion by Commissioner Elder, the Commissioners unanimously accepted the proposal from EA Engineering, Science, and Technology of Ocean Pines, Maryland for construction administration and inspection services for the Newark spray irrigation project on a time and materials basis at a total estimated cost of \$189,637.99, which is included in the costs outlined above in the bid package. Mr. Tustin stated that EA Engineering is the design engineer for the project and recently completed similar



work for the construction of Cell No. 5 at the Central Landfill in Newark. He concluded that funding for this work is available in the above-referenced MDE grant and loan package.

The Commissioners met with Mr. Tustin to discuss staff's proposed, three-pronged approach to address illegal dumping at the recycling drop-off locations and littering along County roadways. These include an initial, six-month education campaign to encourage positive behavior and to, specifically, discourage illegal dumping by both residents and visitors; stepping up enforcement, to include installing and maintaining video surveillance at the unmanned recycling drop-off locations, and enforcing the existing fine of up to \$500 per civil infraction if two or more items bearing a person's name or other identification are deposited in said litter (constituting prima facie evidence that said person is responsible for the violation), and perhaps even publishing the names of violators as a deterrent; and instituting a litter cleanup program, potentially utilizing inmates from the County Jail and Eastern Correctional Institute (though inmate populations vary widely and are extremely limited). Mr. Tustin reviewed other potential programs as follows: modeling a County "Adopt-A-Highway" program after the former State Highway Administration (SHA) program that was discontinued due to liability, manpower, overtime, and other logistical issues; or developing a request for proposals (RFP) to contract for litter services at an estimated cost of \$1,214 per day, which would equate to an annual cost of \$126,256 per year to collect litter two days per week or \$252,512 for four days per week. Mr. Tustin concluded that education will be key to the County's efforts to succeed in discouraging illegal dumping.

In response to a question by Commissioner Bertino, Mr. Tustin advised that staff will develop a program to place surveillance cameras at the unmanned recycling drop-off locations in Bishopville, Whaleyville, and the WalMart in the Berlin area. He further advised that staff from Sussex County, Delaware have agreed to share information regarding the tools they have been using to run a similar education campaign with great success.

Commissioner Elder stated that illegal dumping is a very serious problem that appears to be growing, and he suggested enlisting the aid of the public schools to send informational materials home in children's backpacks and to educate the children who will in turn educate their parents on the importance of not littering.

Commissioner Purnell urged the County to enlist the help of the business community as well, and in particular those who own rental properties, to discourage the illegal dumping of furniture and other household items.

Commissioner Bunting supported the installation of surveillance cameras, but noted that hiring a contractor to clean up County roads seemed like the least efficient means of addressing the issue, as the crews likely could patrol no more than a mile a day of the 520 miles of County roads.

Following further discussion and upon a motion by Commissioner Elder, the Commissioners unanimously endorsed the three-pronged plan, with an educational component, enforcement component, and to investigate the availability of inmates and County staff for the cleanup component to address the ongoing problem of illegal dumping at the recycling drop-off locations and littering along County roadways. The Commissioners declined to develop an RFP to contract for litter services at this time.

The Commissioners recessed until 11:00 a.m.

The Commissioners met in legislative session.

The Commissioners conducted a public hearing on Bill 19-1 (Revenue - Hotel Rental Tax), which was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on April 16, 2019. Assistant Chief Administrative Officer Kelly Shannahan stated that this bill is enabling legislation, which if passed will take effect on July 5, 2019, allowing the Commissioners to introduce a resolution on July 16 to increase the hotel rental tax from 4.5% to 5% in Worcester County, as permitted by State law, effective January 1, 2020 for which a public hearing could be scheduled for August 20, 2019.

In response to a question by Commissioner Bertino, Mr. Shannahan advised that following the public hearing it would require a majority vote to adopt Bill 19-1 and a unanimous vote to adopt the resolution following a separate public hearing at a later date to adopt a 5% hotel rental tax.

Commissioner Purnell opened the floor to receive public comment.

Ocean City Mayor Rick Meehan thanked the Commissioners and asked them to support the Town of Ocean City's request to increase the hotel rental tax from 4.5% to 5%, which would be the first hotel rental tax increase since 2007. He advised that at that time the country was facing a recession, and the increase from 4% to 4.5% provided the additional revenues that allowed them to double spending for tourism advertising at a time when many other resort towns were scaling back advertising budgets, thus allowing them to move out in front of their competition and maintain tourism revenues. Mayor Meehan advised that the hotel room tax is their second largest source of revenue, generating \$15.6 million last year, and 46% of that revenue went directly toward tourism and economic development events and activities to extend and grow the shoulder seasons. He reviewed tourism cost increases of approximately \$700,000 for providing additional public safety and staffing for special events, the minimum wage bill, sick leave policy, and increased cost due to tourism-related development in West Ocean City (WOC), which benefits the County. He advised that the increase in the hotel rental tax is expected to generate approximately \$700,000 during the second half of FY20, which directly corresponds to the increasing tourism costs in the resort and has been included in the FY20 Ocean City operating budget adopted last night. He concluded that the requested increase is essential to balancing the Town of Ocean City's annual budget, and even with this moderate increase, the County's room tax rate will remain far below what other resort areas are charging. He then referred to the Room Tax and Sales Tax Comparisons sheet of competing resort areas, which he provided to the County, noting that even with the increase to 5% Ocean City would still have a combined room tax and sales tax rate of only 11%, a rate that is well below that of Virginia Beach (14% + \$2.00 per night), Atlantic City, NJ (20.625%), Myrtle Beach (21%), New York City (14.6% + \$3.50 per night), Washington D.C. (20.95%), Philadelphia (15.5%), Annapolis (12%), and Baltimore (14%). He stated that only Rehoboth Beach (8%) is lower, but that rate is anticipated to increase this year as well. In closing, Mayor Meehan confirmed that the Town of Ocean City will dedicate the additional tax revenues to grow tourism and economic development initiatives, and he asked the Commissioners to support this request, which will allow Ocean City to continue to grow and remain competitive.

In response to a question by Commissioner Nordstrom regarding the additional revenues



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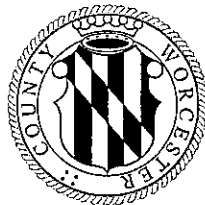
to be generated if the Commissioners increase the current room tax rate from 4.5% to 5% effective January 1, 2020, Mayor Meehan advised that this new rate will generate an additional \$1.7 million in FY21, which will be dedicated to the tourism budget to fund new projects necessary to continue growing the resort's economy. Finance Officer Phil Thompson stated that the increased hotel room tax would generate \$44,000 in additional room tax revenues in the unincorporated areas of the County for the second half of FY20 and \$88,000 for FY21. Likewise, the increased rate is projected to generate an additional \$17,000 in Pocomoke City, \$1,000 in Snow Hill, and \$3,000 in Berlin in FY21.

Commissioner Mitrecic noted that the room tax is a tax that is passed through to visitors and would not impact County residents and property owners, and he supported the request.

There being no further public comment, Commissioner Purnell closed the public hearing.

Upon a motion by Commissioner Mitrecic, the Commissioners voted 6-0-1, with Commissioner Nordstrom abstaining from the vote, to adopt Bill 19-1 (Revenue - Hotel Rental Tax) as presented.

The Commissioners answered questions from the press, after which they took a brief recess before their budget work session.



1

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

### PROCLAMATION

**WHEREAS**, elder abuse robs victims of their sense of dignity and self worth, and nearly 2.1 million senior-age U.S. citizens are violated each year when they become victims of physical, emotional, or sexual abuse, neglect, abandonment, financial exploitation, or healthcare fraud; and

**WHEREAS**, together we can prevent or end the cycle of abuse in a victim's life through prevention, detection, and intervention by becoming aware, recognizing the warning signs, and advocating for that individual by reporting suspected abuse.

**NOW, THEREFORE**, we the County Commissioners of Worcester County, Maryland, do hereby proclaim June 2019 as **Elder Abuse Awareness Month** and June 15 as **Elder Abuse Awareness Day** in Worcester County and urge citizens to recognize the signs of elder abuse and to advocate to prevent or end abuse.

Executed under the Seal of the County of Worcester, State of Maryland, this 4<sup>th</sup> day of June, in the Year of Our Lord Two Thousand and Nineteen.



\_\_\_\_\_  
Diana Purnell, President

\_\_\_\_\_  
Joseph M. Mitrecic, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
Madison J. Bunting, Jr.

\_\_\_\_\_  
James C. Church

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joshua C. Nordstrom





LOUIS H. TAYLOR  
Superintendent of Schools

H. STEPHEN PRICE  
Chief Safety Officer

JOHN R. QUINN, Ed.D.  
Chief Academic Officer

VINCENT E. TOLBERT, CPA  
Chief Financial Officer

ANNETTE E. WALLACE, Ed.D.  
Chief Operating Officer

## The Board of Education of Worcester County

6270 Worcester Highway  
Newark, Maryland 21841

[www.worcesterk12.org](http://www.worcesterk12.org)

Telephone: (410) 632-5000

Fax: (410) 632-0364

### Board Members

WILLIAM L. GORDY  
President

ERIC W. CROPPER, SR.  
Vice-President

BARRY Q. BRITTINGHAM, SR.

J. DOUGLAS DRYDEN

ELENA J. MCCOMAS

ROBERT A. ROTHERMEL, JR.

SARA D. THOMPSON

June 4, 2019

2

Ms. Diana Purnell, President  
Worcester County Commissioners  
Worcester County Government Center  
One W. Market Street, Room 1103  
Snow Hill, Maryland 21863

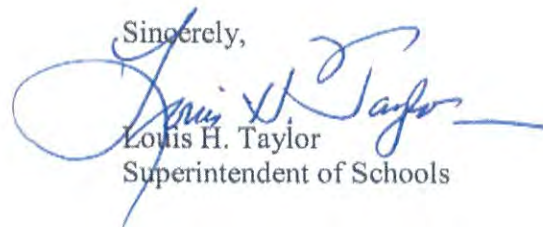
Dear President Purnell:

The Maryland School Safety Grant program was established by legislation in 2018 through enactment of Maryland HB1783. The program provides grants to county boards to fund school security improvements. Funding allocations are based upon a proportional combination of each county's total student enrollment and total facility square footage. All approved projects for round one of the program include a local funding match requirement. The total Worcester County Public Schools School Safety Grant allocation from the Interagency Commission on School Construction (IAC) is \$81,000.00.

On April 1, 2019, the IAC notified us that our School Safety Grant project application has been approved. Our application includes the replacement of 313 interior security cameras at thirteen of our schools and the purchase of portable emergency radios for each of our elementary and middle schools. The total cost of these security upgrades is \$164,501.00. The IAC has approved safety grant funding of \$81,007.00. We are requesting County Commissioner funding approval in the amount of \$83,494.00 to execute these security upgrades. It is our goal to complete these projects prior to the beginning of the 2019-20 school year. \*

We appreciate your ongoing support of our efforts to upgrade the security measures we have implemented at each of our schools to ensure the safety of our students and staff. I look forward to reviewing this request with you at your June 4, 2019 meeting.

Sincerely,

  
Louis H. Taylor  
Superintendent of Schools

LT:jjp

cc: Board of Education Members  
Mr. Harold Higgins



Excellence in Education – In Worcester County, People Make the Difference  
Serving the Youth of Worcester County Since 1868



3

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
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OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

May 29, 2019

To: Harold Higgins, Chief Administrative Officer  
Worcester County Commissioners

From: Kim Reynolds, Senior Budget Accountant *Kim Reynolds*

Subject: CDBG Grant: Diakonia Shelter Renovations

Quotes were requested for building 1 and building 2 for roofing and siding for the Diakonia Shelter Renovation which is being funded by Community Development Block Grant # MD-19-HI-2. Three quotes were needed to proceed with contractor selection as follows:

Building 1 Roofing:

- P.2

Robert's Coastal Construction - \$11,200

East Coast Contracting - \$26,527

Spicer Bros. - \$46,630

- P.4

- P.5

- P.10

Building 1 Siding:

- P.3

Robert's Coastal Construction - \$21,806

East Coast Contracting - \$49,185

Spicer Bros. - \$48,000

- P.4

- P.6

- P.20

After reviewing quotes with Diakonia, Inc. Board Members, it is my recommendation that the Commissioners accept building 1 bid for roofing and siding from Robert's Coastal Construction in the amounts of \$11,200 for roofing and \$21,806 for siding. Copies of the quotes are attached for your review.



**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT  
VENDOR/COST DOCUMENTATION FORM**

Description of needed service or product: Roofing Building One

**Quote #1:**

Name of vendor: Roberts Coastal Construction  
Address: 12745 Old Bridge Road, Ocean City, MD 21842  
Phone #: 610-716-1492  
Quoted Price: \$11,200 Date: 5/9/19

**Quote #2:**

Name of vendor: Spicer Bros.  
Address: 32221 Beaver Run Drive, Salisbury, MD 21804  
Phone #: 410-546-1190  
Quoted Price: \$46,630 Date: 4/14/19

**Quote #3:**

Name of vendor: East Coast Contracting  
Address: Suite 141 West Ocean City, MD 21842  
Phone #: 855-227-2505  
Quoted Price: \$26,527.00 Date: 3/20/19

Selected Vendor: Roberts Coastal Construction

Reason for Selection: Low Bidder

Person Completing Form: Kim Reynolds Date: 5/28/19

**MARYLAND COMMUNITY DEVELOPMENT BLOCK GRANT  
VENDOR/COST DOCUMENTATION FORM**

Description of needed service or product: Siding Building One

**Quote #1:**

Name of vendor: Roberts Coastal Construction  
Address: 12745 Old Bridge Road, Ocean City, MD 21842  
Phone #: 410-716-1492  
Quoted Price: \$21,806.00 Date: 5/9/19

**Quote #2:**

Name of vendor: Spicer Bros.  
Address: 34634 Bay Crossing Blvd Suite 1  
Phone #: 302-703-6754  
Quoted Price: \$48,000 Date: \_\_\_\_\_

**Quote #3:**

Name of vendor: East Coast Contracting  
Address: Suite 141 West Ocean City, MD 21842  
Phone #: 855-227-2505  
Quoted Price: \$49,185.00 Date: \_\_\_\_\_

Selected Vendor: Roberts Coastal Construction

Reason for Selection: Low Bidder

Person Completing Form: Kim Reynolds Date: 5/28/19





5-09-19

Estimate

Diakonia

Roof front building

- Remove existing
- Install ice and water shield in valleys
- Install drip edge
- Install 30-year shingle to coastal codes
- Install ridge vent

\$ 10,200

Two dumpster allowance

\$ 1,000

Roofing

Siding, soffits, fascia front building

- Remove existing
- Install house wrap
- Install Mainstreet new siding
- Install new soffit and fascia

\$ 21,806

Siding

Railings front and rear building

- Remove existing
- Install post sleeves
- Install new white vinyl rails, caps, and bottom rings

\$ 31,832

Total

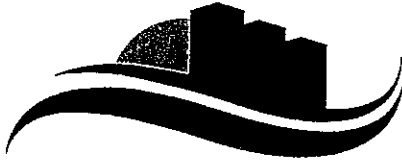
\$ 64,838

Additional charges for rotten wood repairs      TBD

Additional charge for grab rails on stairs      TBD

12745 OLD BRIDGE ROAD ★ OCEAN CITY, MD ★ 21842  
CELL (610) 716-1492 ★ HOME (443) 664-5229 ★ FAX (443) 664-5233  
MARYLAND HOME IMPROVEMENT #124214 ★ MARYLAND HOME BUILDER #4011

# East Coast Contracting



## Estimate

Date	Estimate No.
3/20/2019	1953

Suite 141  
West Ocean City, MD 21842

8552272505

Info@eastcoastnow.com

Diakonia Inc.  
12747 Old Bridge rd  
Ocean City MD. 21842

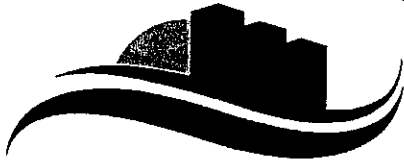
Project
12747 Old BRidge Rd Building #1

Item	Description	Qty	Rate	Total
Demo	Remove all the roof shingles, tar paper, drip edge and fasteners and dispose/clean up and place in the onsite dumpster.		5,300.00	5,300.00
	Repair any rotten or failing roof sheathing at a per sheets price. \$153 per sheet			
Roofing	Install, GAF weather watch leak barrier in the dormer valleys step flashing the dormer walls in the process.		800.00	800.00
Roofing	Next install GAF tiger paw underlayment on the entire roof area starting from the bottom and over lapping the material at least 12".		2,103.00	2,103.00
Roofing	Install 3" aluminum drip edge at roof edges around the entire perimeter of the rooves and dormers fasten in place with 3" roof nail.		1,266.00	1,266.00
Roofing	Install pipe collars where needed securing in place with adhesive and noncorrosive fasteners. install Step flash all transitions where the roof meets the siding.		350.00	350.00
Roofing	Install GAF cobras ridge vents on the north and south dormers		403.00	403.00
<b>Total</b>				

Roof



# East Coast Contracting



## Estimate

Date	Estimate No.
3/20/2019	1953

Suite 141  
West Ocean City, MD 21842

8552272505

Info@eastcoastnow.com

Diakonia Inc.  
12747 Old Bridge rd  
Ocean City MD. 21842

Project
12747 Old BRidge Rd Building #1

Item	Description	Qty	Rate	Total	
Roofing	Install GAF Timberline American Harvest AR shingles with a minimum of 4 nails per shingle over the entire roof area.		14,693.00	14,693.00	Roof
Roofing	Finally install GAF ridge caps on the roof and dormer ridges with the manufacture recommended overlap.		1,612.00	1,612.00	
Siding	Remove all the existing siding, soffit and facia and dispose in the onsite dumpster.		7,045.00	7,045.00	Sidi
Carpentry	Repair any rotten or failing sheeting on a per sheet price. \$153				
Siding	Next install and fasten thoroughly Tyvek 3'x100' house wrap on all the existing walls and eaves with an 8" overlap taping. Then tape all seams with Tyvek 4" window and door tape.		5,280.00	5,280.00	
Siding	Install all J-channel, inside corner, insulated outside corners and starter strips on the entire exterior.		7,379.00	7,379.00	
Metal/break	Next bend, break and install all new facia using a 24" white coil stock weaving the material under the roof drip edge.		4,177.00	4,177.00	
Total					



Date	Estimate No.
3/20/2019	1953

Suite 141  
West Ocean City, MD 21842

8552272505

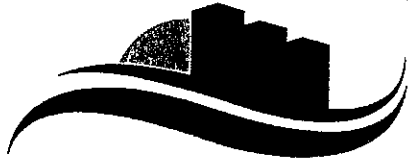
Info@eastcoastnow.com

Diakonia Inc.  
12747 Old Bridge rd  
Ocean City MD. 21842

Project
12747 Old BRidge Rd Building #1

Item	Description	Qty	Rate	Total
Siding	Install, Colonial white Certain teed foam insulated vinyl siding to all the walls and eaves.		21,193.00	21,193.00
Siding	Install Colonial white Certain teed perforated vinyl soffit around the entire home.		3,548.00	3,548.00
Joint sealant	Finally apply joint sealant around all the exterior windows.		563.00	563.00
Demo	Demo all the existing decks and rails and place in the onsite dumpster. (Note: we use a high-powered magnet to pick up any fasteners off the ground).			
Carpentry	Next, repair any rotten or failing floor joists on a linear ft price. \$15 per linear ft			
Decks	Next, install new pressure treated 4x4 post matching the layout to the existing		972.00	972.00
Decks	Next, install Trex enhanced basic composite decking (color clamshell) with hidden fasteners to the north deck and ramp.		7,919.00	7,919.00
Railings	Next, matching the existing layout of rails install a white vinyl rail system with sleeves and caps over the 4x4 post.		4,129.00	4,129.00
<b>Total</b>				

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De  
Re



Date	Estimate No.
3/20/2019	1953

Suite 141  
West Ocean City, MD 21842

8552272505

Info@eastcoastnow.com

Diakonia Inc.  
12747 Old Bridge rd  
Ocean City MD. 21842

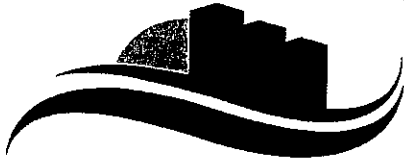
Project
12747 Old BRidge Rd Building #1

Item	Description	Qty	Rate	Total
Demo	Demo the wall that connects the two upstairs bathrooms to combine them into one bathroom.  Demo the toilet, vanity, flooring, and bathtub/shower and remove to an offsite location.		1,013.00	1,013.00
Floor Coverings	Demo all the existing 2nd floor floor coverings on the second floor and dispose to an offsite location.  Grind smooth and level all the floors on the second floor and down the steps.  install Cortech pro plus throughout the entire 2nd floor (bedrooms, bathroom, hallway and down the steps/risers) with a bull nose on the steps to give a finished product.			
Plumbing	Install a new 60" tub/shower in the bathroom  Install a new toilet and vanity with mirror in the bathroom		2,364.00	2,364.00
Total				

*Bath  
& Floor*



# East Coast Contracting



## Estimate

Date	Estimate No.
3/20/2019	1953

Suite 141  
West Ocean City, MD 21842

8552272505

Info@eastcoastnow.com

Diakonia Inc.  
12747 Old Bridge rd  
Ocean City MD. 21842

Project
12747 Old BRidge Rd Building #1

Item	Description	Qty	Rate	Total
Carpentry	Repair all the drywall in the bathroom and install a new trim package with a interior 30" right hand six panel door.		810.00	810.00
Interior Paint	Caulk putty, and paint the bathroom walls ceiling and trim (color TBT)		535.00	535.00
Carpentry	Install quarter round molding around the freshly installed VP flooring		552.00	552.00
General condit...	Porte john, sundries, lift rental, job site supervision, dumpster, waste management.		5,500.00	5,500.00
Total				\$99,506.00

Bath & Floor

**ATTENTION: THIS BID FORM MUST BE REPRODUCED ON YOUR COMPANY LETTERHEAD AND BE SUBMITTED WITH YOUR BID PACKAGE. ALL PAGES OF WORK SCOPE WITH LINE ITEM PRICING DETAIL MUST BE INCLUDED. ANY MISSING INFO OR WORDING MAY DISQUALIFY YOUR BID. THE BID PACKAGE IS ALSO AVAILABLE ON-LINE AT [www.co.worcester.md.us](http://www.co.worcester.md.us)**

**BID FORM**

**\*must be signed to be valid**

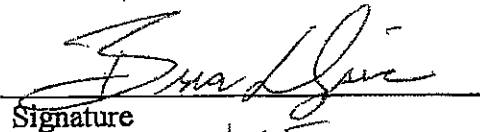
**Property location: Diakonia, Inc.  
12747 Old Bridge Road  
West Ocean City, MD 21842**

I have reviewed the specifications and provisions for renovation work on the above referenced property and understand said requirements. I hereby propose to perform this work for the total price of:

Scope A – Signage:	\$	
Scope B – Siding & Deck, Ramp:	\$	
Scope C – Roofing - Building 1 & 2:	\$	43,700 REQUIRED OPTION FOR NEW FLASHING \$ 2930
Scope D – Bathroom, Flooring & Lockers:	\$	
Scope E – Kitchenettes:	\$	

**Total Quote: \$** 46,630 **FRONT BUILDING**

Date: 4/14/19



Signature  
BRIAN K SPICER

Typed Name  
CEO

Title  
SPICER BROS CONSTRUCTION, INC

Company Name  
32221 BEAVER RUN DRIVE

Address  
SALISBURY, MD 21804

410 546-1190 OFFICE

Phone Number(s)

126349

MHIC License #

Expiration Date

7/14/2020



[www.spicerbros.com](http://www.spicerbros.com)  
[www.facebook.com/SpicerBrosRoofing](https://www.facebook.com/SpicerBrosRoofing)  
[Spicer Bros YouTube Channel](https://www.youtube.com/channel/UC...)  
[www.twitter.com/spicerbros](https://www.twitter.com/spicerbros)  
[Our Angie's List Reviews](#)

32221 Beaver Run Drive  
 Salisbury, MD 21804  
 Phone: 410.546.1190  
 Fax: 410.546.1191

MHIC #126369  
 MD/DE/VA (class A)

## Proposal

Reference #20354

Submitted to:  
 Diakona, Inc. – Mike Diffendal  
 12747 Old Bridge Road  
 Ocean City, MD 21842

For Project Name:  
 front building roof at same

**Scope of Work:** We propose the following services to include all labor and materials as specified.

Ask about our **NEW ROOF LESS MESS** process, this is our commitment to protecting your investment and landscape.

**Roof:** We will remove the asphalt shingles (two layers), one layer of cedar shingle to expose the rafters and purlins from the roof structure and inspect the exposed roof deck. Any rotten or damaged wood structure found (that directly interferes with or hinders this installation) at any time during this process will be reported to the owner immediately. Upon authorization, Spicer Bros. will replace rotten or damaged structure on a time and material basis. We will install ½" CDX plywood over the exposed purlins and rafters with local nailing patterns.

We will install **GAF "Weather Watch" Leak Barrier** ice and water shield in all valleys, at all eave locations (two full rows up the roof deck from the drip edge), around the perimeter of all roof penetrations to include pipe collars, chimneys and skylights (where applicable).

We will install **GAF Tiger Paw** synthetic underlayment on the remaining roof deck; or you may wish to upgrade to **Deck Armor** which is a breathable, yet waterproof material (pricing on page two). The Tiger Paw that is included will satisfy the Golden Pledge warranty upgrade.

We will install new ODE style drip edge on the gables and applicable eaves white in color. Please initial for color\_\_\_\_\_.

We will install GAF "Pro Start" starter shingles around all eave and rake locations. This in conjunction with 6 nails per full shingle and other brand specific components will increase the wind ratings from 110 mph to 130 mph.

We will install **GAF Timberline "American Harvest" series** (typically an upgrade but we are offering this for a limited time only) or **GAF Timberline HD AR** (algae resistant) shingles. Please visit the [www.gaf.com](http://www.gaf.com) website to review the shingle selections or visit one of our showrooms in Lewes, DE or Salisbury, MD. The shingles will be installed with 6, 1.25" fasteners per full shingle. We have provided you with the option to upgrade to the **GAF Timberline Ultra HD shingles that are 53% thicker** than the standard shingles. Color\_\_\_\_\_ Customer print name for approval\_\_\_\_\_.

We will install one GAF thermostatic attic fan, also with humidistat to aid in access moisture in the attic space that is common during the winter months and cooler Spring and Falls time frames. This will satisfy the requirement for the exhaust. The intake requirement will come from the siding renovation with the soffit and fascia portion of that scope of work (another proposal). You must read the Ventilation & Moisture Education which is on pages 4 & 5.

We will install new **"Lifetime Tool"** lifetime pipe collars on all pipe penetration that are 4" or less.

We will install **GAF "TimberTex" Premium ridge caps**.

We will remove all debris resulting from this improvement.

Dumpster and landfill fees are included in the price of this proposal.



**Included Warranty: Silver Pledge:** As an option; we have offered you the GAF "Silver Pledge" warranty. This warranty is a replacement warranty (labor & material) and unlike the "Systems Plus", with this warranty, the manufacturer covers OUR WORKMANSHIP for 10 years as well as the "Roofing System" and is also transferable (with-in first 20 years). In short; with this warranty, GAF covers our workmanship for 10-years (Ten) and the System for 40 years whether we are in business or not. Only a Master Elite (not a Certified) can offer this peace of mind warranty upgrade. This warranty is registered upon payment in full and you must select either Shingle Mate, Tiger Paw or Deck Armor along with this option; if either is not included up front. *The Systems Plus offered by the entry level "Certified" Contractors does not cover the workmanship along with the system.*

**Warranty upgrade: GAF Golden Pledge upgrade:** As an option; we have offered you the GAF "Golden Pledge" warranty. This warranty is a replacement warranty (labor & material) and unlike the "Systems Plus", this warranty covers OUR WORKMANSHIP for 20 years as well as the "Roofing System" and is also transferable (with-in first 20 years). Click here for details on the Golden Pledge. In short; with this warranty, GAF covers our workmanship for 20 years (TWENTY) and the System for 40 years whether we are in business or not. Only a Master Elite (not a Certified) can offer this peace of mind warranty upgrade. This warranty is registered upon payment in full and you must select either Shingle Mate, Tiger Paw or Deck Armor along with this option; if either is not included up front. Due to the nature of this warranty GAF WILL be inspecting the installation by using one of their own inspectors (not a third party). Sidewall and head wall flashings MUST be replaced if and where applicable (exclusions may be EFIS, Asbestos siding, Etc.).

**Pricing and Options:** Please initial selected option(s) upon acceptance and write in color selection. Prices are good for 30 days.

\_\_\_\_\_ Tear off with GAF Timberline "American Harvest" or Timberline "HD" shingles: \$43,700.00. This selection comes standard with the GAF Silver Pledge warranty as mentioned above. Again, the Systems Plus offered by Certified Contractors DOES NOT cover the workmanship/installation, it just covers the system/materials and the Contractor has to offer their in-house workmanship warranty, which is gambling on the most important part of the job, the installation and they have to remain in business to fulfill the workmanship warranty. Only a Master Elite can offer the factory backed, Silver & Golden Pledges that cover the system/materials for a "lifetime" and our workmanship for 10 or 25 years.

\_\_\_\_\_ Upgrade to Ultra HD's (53%) thicker: \$840.00 (highly suggested for the geographic location). \_\_\_\_\_ Golden Pledge Warranty option: \$935.00

\_\_\_\_\_ Deck Armor in lieu of Tiger Paw: \$800.00

\_\_\_\_\_ Sidewall and Headwall shingle/flushing connections HAVE to be done because siding is being replaced and required for warranty: \$2,930.00

Spicer Bros. discounts or rebates found on any online source may or may not be used in conjunction with credit card payments or financing. Please do not hesitate to ask if you have a question regarding this. Multiple offers cannot be combined on the same purchase.

Terms of Payment: 1/3 down: \$\_\_\_\_\_ based on the selected option(s), 1/3 prior to start: \$\_\_\_\_\_ & the balance is due "AT" the time of completion: \$\_\_\_\_\_. The work can be scheduled to coordinate with the day that final payment can be made.

Please note: We may match any "legitimate" competitors' price. The competitors' proposal must be provided in writing or typed (on a company letterhead) and be an apples to apples comparison in regards to the scope of work, certifications and warranties. The "competitor" must be properly licensed and insured in the municipality or state in which the job is proposed as required by LAW. We reserve the right to deem whether the "competitor" and the price of the competitor are at reasonable market values. We also accept Visa, Master Card, American Express & Discover! Credit card payments are subject to 3.5% processing fees.



[www.gaf.com/verify](http://www.gaf.com/verify) Verify our "Master Elite Weather Stopper Roofing Contractor Credential", type in our #, ME27485.

**Acceptance:**

As owner or agent on behalf of the above-mentioned property, I hereby authorize Spicer Bros. Construction, INC. to perform the work and/or services specified in this agreement. I agree to meet the terms of payment as specified. I have also read and understand the Terms and Conditions as well as the workmanship guarantee herein this agreement. There are no oral representations related to this agreement not included herein.

\_\_\_\_\_  
Owner/Owner's Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
BKS  
Brian K. Spicer  
President

\_\_\_\_\_  
4/27/189  
Proposal Date

**SBC Contract page**  
**Workmanship Guarantee:**

For a period of ten years, if water leakage occurs or any component of the installation fails due to workmanship performed by us, we agree to repair the same without charge.

The following are excluded from this coverage: a) installation details not specifically outlined within the scope of work, b) natural disasters including, but not limited to hurricanes, lightning, tornadoes, and earthquakes, c) distortion, movement, buckling, leakage or cracking of any material or substrate condition caused by any design defect, or underlying conditions having ceased or failed to conform to manufacturer's specification for installation, d) damage associated with other person's traffic or contact with the installation, e) any water damage occurring more than two business days after the discovery of a leak, unless we are notified within two business days of its discovery, f) damage from wind gusts exceeding manufacturer's individual wind ratings, g) expansion and contraction of metal work typically caused by fluctuations in temperature, or h) areas that pond water.

This work carries no further guarantee unless otherwise specified herein.

**Terms and Conditions of Contract: Contractor here in named as Spicer Bros.**

Please understand that we take every precaution necessary to capture fasteners (nails) from the job site. Your home will become a "construction site" for the duration of your renovation. A typical roof or other renovation will have twelve thousand (12,000) or more nails removed and twelve thousand (12,000) installed, we cannot guarantee that all fasteners will be captured during clean-up. If you were to find twelve nails after the installation, we would still be at a 99.999% accuracy for capturing nails. The customer must assume some responsibility and understand that the probability of finding 100% of the fasteners after the job is complete is not guaranteed. Different textures and heights in terrain, stones, grass mulch, uneven surfaces, etc. hinder the process of capturing 100% of the fasteners. You are asked to take precautions and perform your own inspection of the work area, driveway, flower beds, etc. prior to walking, driving or accessing any of the work areas. We require you to be available at the jobs completion to perform a walk around with our representative for the purpose of inspecting the job clean-up, job quality and to submit your final payment. Obstacles on the roof are the responsibility of the owner; satellite dishes, lightning rods, antennas, decorations etc., (but not limited to the previously mentioned). We will remove the satellite dishes and re-install them but are not responsible for the signal. You must contact your satellite provider to make adjustments and this may or may not incur additional fees, paid to them and not included in this proposal. Spicer Bros is NOT responsible for damaged caused by the re-use of existing skylights or any other roof penetrations or flashing details not originally installed by Spicer Bros unless otherwise noted in our scope of work. Interference with any portion of a Spicer Bros. installation, by others, will void ALL warranties. Please understand that new skylights are not exact replicas of the current or old skylights and may require additional trim to make the skylight installation appear finished off. These additional charges are not included and it will be determined if additional trim is required once the new ones are installed.

Spicer Bros will NOT be responsible for our fasteners penetrating the installations of others that are not routed to the code specific to the trade. An example of this is HVAC lines that are too close to the roof deck and our nails penetrate the lines, or a water line that is too close to the underside of the roof deck or too close to the outside wall. Our nails must penetrate no more than 1.25" through the roof deck or sidewall. Removing multiple layers may expose flashings and other structure that may not be visible at this time. Unless noted in the proposal, the concealment of such findings is not included and may incur additional fees. Spicer Bros. shall not be responsible for replacement of deteriorated woodwork, wood or other sub-surface material found during the process of work. Spicer Bros. cannot be responsible for the removal of additional layers of roofing or other materials not visible during our inspection of the property. If additional layers are found, we will bring it to the attention of the owner immediately. Such findings will incur additional fees. Spicer Bros. can only be liable for the removal of number of layers listed in our scope of work. Any design or construction defects (cosmetic or structural) not found during our routine inspection or assessment of the work to the property shall be the responsibility of the owner/owner's agent. The installation of new roofing either by a roof over or tear off will not fix dips or sags that are in the roof structure and may cause such issues to be more noticeable after the installation of new shingles; Spicer Bros is not responsible for such issues in your structure. In the event repairs or work is required not included in the scope of work, it will be completed at a rate of \$70.00 per man hour plus material costs. Additional work will not be completed without written authorization. In most instances, a delivery vehicle or equipment shall be necessary to access the property. Spicer Bros. is not liable for personal or property damage caused by these vehicles or machinery. Building occupants and neighbors should be aware that this work will involve tools, equipment and practices that may create excessive noise to complete the work. The owner/owner's agent shall not interrupt or interfere with the progress of work. The owner/owner's agent shall in no way try to employ or contract work with any employee or subcontractor of Spicer Bros. during the installation or replacement process. All agreements are contingent upon strikes, material availability, accidents, inclement weather conditions, and any other circumstance beyond our control. Spicer Bros. cannot be held responsible for the work or lack of work of others. After the beginning of a project Spicer Bros will send a progress invoice to cover "all materials" and the application of materials used to date if we are being held up or stopped due to the work or lack of work by others. It is the responsibility of the owner to insure the site is ready for our services. This proposal is based upon the assumption that the property does not have any material containing asbestos. In the event that asbestos containing materials are found, work will cease immediately. It shall then be the owner's responsibility to dispose of this material before work shall commence and Spicer Bros. shall not be responsible for costs, delays, or any damage related to this process. Unless otherwise indicated, permits and related costs will be the responsibility of the owner/owner's agent. This contract incorporates all provisions for work as noted herein. We do not include credit card fees when preparing our proposals therefore we will not provide discounts for cash or check. No representative, employee, subcontractor, or agent of Spicer Bros. has any authority to assume any additional liability or responsibility, expressed or implied, in connection with work noted herein this contract. Owner/owner's agent agrees to pay a service charge of 1.5% monthly (18% annum) on all balances past due, this in accordance with terms agreed on by both parties. In the event that it becomes necessary to place this account in the hands of an attorney for collection, the owner/owner's agent agrees to be liable for said costs, including a 30% collection fee or the maximum legal limit, court costs, and reasonable attorney fees.

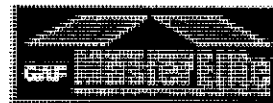
This contract can be withdrawn within 72 hours of acceptance or if not accepted within 30days.

Verification of insurance is available upon request.

For work in the state of Maryland, all home improvement contractors must be licensed by the Maryland Home Improvement Commission. Inquiries about a contractor and their licensing status may be directed to the Maryland Home Improvement Commission at 410-230-6309 or 1-888-218-5925.

Verification of insurance is available upon request.

SBC-INC REP: INITIAL \_\_\_\_\_ DATE: \_\_\_\_\_ OWNER/AGENT: INITIAL \_\_\_\_\_ DATE: \_\_\_\_\_



## Ventilation & Moisture Education

Attic ventilation is important in reducing excess moisture in the attic. Since we did not install your soffits, build your home or insulate your attic (but not limited to the aforementioned); we cannot verify that your current structure is designed for the optimal performance of modern ventilation products that reduce or eliminate moisture that could cause mold or growth in the attic. The current design of your home may, and in most cases, does hinder the performance of modern ventilation products that remove or reduce excess moisture from the attic. A roofing renovation alone MAY NOT achieve optimal ventilation results by reducing or eliminating moisture.

Optimal ventilation as based on the U.S. FHA 1/300 guidelines (link below) often requires modifications that are not covered in a standard roofing proposal. These additional modifications can become costly. Such modifications may include; a complete soffit renovation, closing off of gable vents, adding additional insulation with a vapor barrier between the ceiling and attic floor, opening up of inaccessible free air spaces in the attic (an A frame roof that has no access to other portions of/or the main attic), proper concealment of heat loss sources from the living space to the attic, such as; recessed lighting, heat ducts or registers, skylight or sun tunnel wells, cathedral ceilings, cathedral ceilings without verifiable flow channels, HVAC systems, leaking HVAC ducts pumping warm air into a cool attic space and bathroom exhaust fans to name a few. By no means is this list limited to the aforementioned. Air leakage from below causes excess moisture in the attic and, where there is moisture, you have an ingredient for mold growth (often seen on the underside of the roof deck). All of the homes components have to work in conjunction with one another. We can calculate what we feel is necessary for attic exhaust (ridge venting) but, that assumes that there are no air leaks from the living space. We can install ridge vent based on the 1/300 rule but, you can still experience black growth on the underside of your roof deck after a new roof is installed, again, the interior heat loss is the underlying cause of this condition. It is common in the winter months to have condensation issues that you may not have had before the new roof. These issues are caused by the hot air from below escaping into the attic space and trying to escape (heat rises) through a cold roof deck, thus causing black spots on the underside of the roof (often called black mold by mold experts). A new roofing system is much heavier and the modern underlayment products are much better which will not allow for the hot air to penetrate or escape through the roof deck as the old roofing system did. The good is that, the new roofing system has protective properties from both sides. The bad would be, moisture on the roof deck or nails and you have now identified that you have an unbalanced system that does not work with the NEW roofing system. The evidence would be with moisture on the roof deck and nails and over time, this can become black growth.

The shingle manufacturer (GAF) does not consider the above issues, results or aftermath of a new roofing installation as manufacture defect nor installation/workmanship error, so, simply it is NOT covered by the manufacture and they will refer you back to us. We will then refer you to a company licensed and skilled in mold remediation as well as a company skilled in heat loss and energy conservation, sometimes this may be the same company. If we (contractor and customer) agree to have ventilation products installed in your roofing proposal, it is with the understanding that we (Spicer Bros.) are merely "estimating" the products and amounts of products to be used based on the assumption that everything else is working properly and there is zero heat loss into the attic space. We will also use the 1/300 rule as a guide. Since we cannot verify with 100% satisfaction that everything is working properly in your home, we may opt to leave the ventilation system as it is and replace the current exhaust products (if any) with modern replacements or "like" materials. For example; if you have square vents on your roof, we will install new square roof vents, if you have an attic fan, we will replace it with a new attic fan, if you have no exhaust or intake at all, we may opt to leave it as is, etc. Your estimator has been trained on optimal "standards" and guidelines and can merely educate and offer suggestions based on minimal information. For example; just because you have vented soffits does not mean we are responsible for them working properly, again, we did not install them. We will educate you on what the optimal intake and exhaust is or should be but, we cannot be responsible for underlying or existing conditions that would cause excess moisture in the attic (even if they become evident after a new roof).



## Ventilation & Moisture Education continued;

Please note, we are not here to scare you, we are here to educate you. If these issues arise as a result of a new roof installation, we can assist and provide pricing for other renovations that may eliminate the issue. We will also direct you to remediation or energy loss firms as previously mentioned. We will work hand in hand with you to remedy the situation. We are an exterior contractor that installs 300+ roofs per year and we have this issue arise on 2 to 3 out of every 100 roofing installs. Although this may seem like a minimal percentage, we do feel it is our obligation to educate you on the issue of moisture and ventilation. We are not energy loss consultant professionals nor mold experts. We cannot identify black spots or growth as "mold", as we are not licensed to do so. Many people replacing roofs are not going through the steps required to "adequately" ventilate their roof as this requires more than a roofing proposal and scope of work as outlined above. This expenditure can become astronomical.

Other roofing contractor are doing you an injustice by not educating you on the possible issues that a new roof can identify. Most will not mention this and will leave you to deal with it when and if it were to happen.

Below are links to educate you on the ventilation and or condensation issues that are possible.

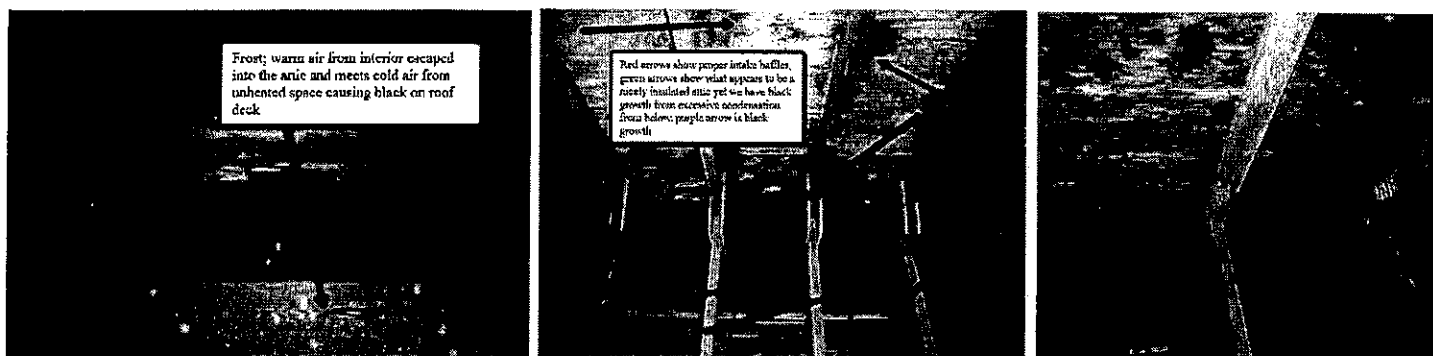
<http://www.huduser.gov/portal/Publications/PDF/nistir.pdf> HUD standards.

<https://www.youtube.com/watch?v=2E6dxDeRWno> (great video)

<https://www.youtube.com/watch?v=V8nylV4Ql3g> (great video)

<https://www.youtube.com/watch?v=wIGkm2AE7jw> (basic education)

Here are a few photos that show what we have discussed in this ventilation document, with the underlying issue being heat loss from the heated home into the attic space, not the roofing. The new roof may have identified the issue but, the new roof is NOT the issue. You can see that the middle picture has baffles or flow channels to allow adequate air into the attic yet, excessive heat loss from the interior is fighting against the intake/exhaust process and warm air mixed with cold air causes condensation, condensation causes what you see in the photo.



I have read and understand that my current design and structure may not be optimal for modern day ventilation products that would yield the optimal 50/50 or even a 60/40 split of air intake vs exhaust and understand that Spicer Bros. is not responsible for the entire ventilation system with having just proposed a roofing scope of work. I understand that experts in the energy loss field may be required to properly assess the performance of my home.

Name \_\_\_\_\_ Date \_\_\_\_\_ Proposal # \_\_\_\_\_

Name \_\_\_\_\_ Date \_\_\_\_\_ Proposal # \_\_\_\_\_



—FOR YOUR LAST ROOF—

BEFORE THE ESTIMATE:

*Q: Do I need to be there for the estimate?*

A: Not necessarily but we encourage you to be there. If you have skylights we encourage the replacement of these especially if they are as old as the roof, we need to obtain the measurements for accurate ordering purposes from the interior. We can also provide you with an in home consultation that goes into detail on the specifics of your renovation. We can discuss what is required so that you can compare competitor's proposals to ours to make sure they are apples to apples. We ethically guarantee a proposal that will satisfy local and manufactures codes.

PROPOSAL QUESTIONS

*Q: What exactly are "Apples to Apples"?*

A: Everything in the scope of work must match and credentials must be equal.

*Q: How long is an estimate good for?*

A: 30 days

*Q: How are you basing your prices?*

A: On current industry/trade standards and practices

*Q: What is the difference between the "Systems Plus" warranty and the optional "Golden Pledge" warranty?*

A: Our installation comes standard with a 10-year workmanship warranty (MD, DE & VA) and a 50 year Systems Plus Manufacturer's warranty (with GAF roofs). Basically, any issues that derive from the workmanship, quality or hands-on actual installation labor are covered by Spicer Bros. The materials, when installed properly, are covered for a period of 50 years (40 years on commercial properties) by GAF, the manufacturer. The Golden Pledge is a warranty that only a Master Elite Roofing Contractor can offer as we have met critical and specific criteria to obtain the credential. This warranty is a 40-point factory inspection of your roofing project that will then be covered by the manufacturer and leave you protected by them with a Material and Workmanship warranty if Spicer Bros. is no longer in business. Of course, as long as we are here (we intend to be here!) we are your immediate contact for any issues that may arise and we will be sure to accommodate your concerns in a timely manner. In short: Systems Plus = We, Spicer Bros., cover the workmanship and GAF owes you the 50 year on materials. Golden Pledge = GAF covers the ENTIRE roof, labor and materials as specified in their Golden Pledge warranty.

*Q: Another contractor did not propose ridge venting and said we do not need it.*

A: It is 2012 IBC code to have an air "intake", either vented soffit at the underside of the eaves (if eaves are present) or GAF Intake Pro vent installed on the roof deck just over the heated space. It is also 2012 IBC code to have an exhaust at the roof's peak to complete the airflow circuit of "intake" and "exhaust". Although this is the highly recommended approach, it is also known that most older homes are not built with this technology in mind as it wasn't the norm at that time. The shingle manufacturers are aware that most homes would require more than a roofing renovation in order to meet this code. Over the last few months, the manufacturers have relaxed on the demand for this and WILL ALLOW the registration of a new roof, with either: the System Plus or Golden Pledge knowing that most homeowners will not upgrade other necessary components. If a Golden Pledge is selected, GAF will register the roof with the disclaimer that ventilation was not accepted by the homeowner but was discussed by the contractor. For those that wish to adhere to the standard, intake and exhaust products are available. Beware of contractors who do not educate on the ventilation issues. They either are not genuine roofing contractors or are cutting items to deliver a low price to be awarded the business. Venting is important so moisture does not sit in your home. This is not a corner an informed home owner or reputable contractor would ever cut. The intake Pro eliminates the need to renovate the soffits as this material is installed on the roof deck, at the lower edge.

*Q: My neighbor just had his roof replaced and he did not get ridge venting.*

A: Since the Spring of 2012 all municipalities in this area have been under the 2009 IBC (International Building Code) that requires adequate roof ventilation when updating or replacing an existing roof.

*Q: We have gutter guards ("Gutter Helmet") on our gutters and were told they need to be removed to prevent damage. Why?*

A: Gutter guards that are the helmet type will or may need to be removed by the installer if they are under warranty. Our removal and/or re-installation could void the warranty. Please notify your Gutter Guard dealer if you have these to verify the warranty requirements. Most gutter cover types (other than the helmet type) can be covered (instead of removed) as they do not interfere with the roof and we can take care of this at no extra charge.

*Q: I don't need a 50-year shingle or warranty that you proposed.*

A: The practical, everyday Architectural GAF shingle that we install comes with this warranty (Systems Plus Warranty) at no extra charge and we cannot take it away from you.

*Q: I just want 3-tab shingles or the cheapest shingle available. Why did you propose the Architectural series?*

A: At Spicer Bros, we install 3-tab shingles for the same price as Architectural. We encourage the use of Architectural as you, the consumer gets a valuable "free" warranty that does not come with the use of 3 tabs for the same amount of money.

*Q: Why is standing seam (metal roofing) so expensive?*

A: The cost of metal has increased over the past few years and the installation requires highly skilled craftsmen that are paid on their level of expertise. This is a time-consuming installation.

*Q: I do not want to replace my skylights. Why can't you guarantee the re-use of the existing ones?*

A: According to Maryland Home Improvement Law, we owe you (Maryland residents) a 10-year workmanship warranty. Most used skylights WILL fail during this 10-year time frame causing damage to the interior for which we cannot be held responsible. We highly encourage the replacement so we can be accountable for the entire installation. If you strongly insist that the current skylights be re-used, you will be asked to sign a waiver relieving Spicer Bros. Construction, Inc. of all

damages caused by the failure or re-use of existing skylights.



#### INDUSTRY INFORMATION:

**Q: What is the difference between standing seam metal roofs and corrugated metal?**

A: Corrugated installations have exposed fasteners in roof field which can cause potential leaks after the gasket on the fastener fails within a few years. For this reason, we will only install standing seam metal roofing.

**Q: Do metal roofs rust when exposed to sea air?**

A: No. We use aluminum and it does not rust.

**Q: What are today's wind ratings for your average GAF roof system?**

A: The average is 130mph

**Q: What is the difference between soffit and fascia?**

A: Soffit is Horizontal and Fascia is vertical

**Q: Are asphalt roofs put on with nails or staples?**

A: Nails

**Q: Attic fans? Are they necessary in all attics?**

A: No. Roofs with little to no ridge poles are ideal for attic fans. Attic fans are site specific.

**Q: Who should we call when there has been damage to our roof because of Mother Nature? You, or my insurance company?**

A: It is easiest for you to call the insurance company first and make your claim and then call us.

**Q: What else can cause water leaks in the ceiling if it's not the roof?**

A: HVAC drain pan clogs, flashing, sidewalls, windows, etc...

**Q: Are skylights completely water/weather proof?**

A: Yes!

#### PRIOR TO THE INSTALLATION

**Q: What about my pets; Birds, cats, dogs, horses, etc.**

A: If you have a pet that is stressed by abnormal activities or commotions, noises etc., we HIGHLY encourage you to board them or remove them from the property during the installation.

**Q: Do I have to remove valuables from the walls?**

A: We highly recommend you do so! Your home is not used to the movement of 4-6 individuals on your roof and we expect your house to shake. If you have china upright in your china cabinet, we suggest you stack it while we work. If you have pictures or valuables of any kind on the wall that you fear will be damaged or may fall, please remove them prior to the installation as this is your responsibility. Spicer Bros. Construction, Inc. cannot be held responsible for the contents of your home so please protect your assets!

**Q: Why can't I have a definite date for my project?**

A: We schedule our projects on a first come, first served basis when possible. Much of what we do is at the mercy of Mother Nature and a rainy day could move up an indoor project or push back an outdoor project. If there is a strong chance of precipitation, our schedulers will move projects around to ensure the safety of our employees and the security of your home. Because many factors go into the schedule; location, deliveries, firm-scheduled inspections, etc., rain may push your project back more than one day. We make every effort to move jobs to the next day when possible.

**Q: What precautions do you take to insure our property will not be damaged?**

A: Roofing is messy and there may be damage that cannot be prevented. We guarantee that damage will not occur due to negligence, however. We have the best workers in the business and we have invested a lot of money in industry leading equipment to protect your property. We cover your decks and HVAC units with plywood.

**Q: What happens if it rains or starts raining?**

A: We pay close attention to the weather and will not start or remove any portions of your roof if precipitation percentages exceed 25%. If it starts to rain or an unexpected storm moves in, we have large tarps to cover the structure to eliminate damage.

**Q: I'm having a skylight installed. Do I need to worry about my property inside my home?**

A: We take great care to be careful not to drop anything into your home. Homeowner must remove valuables and furniture from directly beneath the skylight and cover your floor with a blanket or plastic. Spicer Bros. will not be liable for damages if these precautions were not taken.

Initial \_\_\_\_\_



**Q: Unrealistic appraisals from insurance companies; aren't they aware of "today's" cost of materials?**

A: Insurance companies will not give the value of a new roof unless it is, in fact, new. They pro-rate the age of the roof out of the estimate and this combined with a deductible most likely means, you will need to come out of pocket. Spicer Bros. gives today's value of a new roof and the difference between that and what the insurance companies allow is the customer responsibility.

**Q: Will your equipment hurt my irrigation heads?**

A: YES! If we are putting on siding, gutters or roofing, please flag your irrigation heads before we get there to make sure we don't run over them!

**Q: I have septic, can your equipment drive over my septic field?**

A: Yes, our equipment is not too heavy that it can't drive over your septic field however, it is your responsibility to tell us if you have septic and to let us know where your field is. PLEASE ALSO FLAG YOUR SEPTIC TANK LOCATION so we do not drive over your tank!

**Q: Will you be tearing off our entire roof at once?**

A: We will only remove the portion or portions of your roof that we can have covered with new materials in the same day.

**Q: I have screens in my windows. Will the roofing process hurt my screens?**

A: It is very possible. It is your responsibility to remove the screens from your windows so that a stray shingle does not scratch it.

**Q: How do we afford this?**

A: We have great financing options through Wells Fargo!

**Q: The proposal says you will cut the ridge sheathing to install ridge venting. What about the contents of my attic? Do we need to protect them?**

A: The process of cutting the ridge venting will create dust in your attic. We highly recommend you protect your belongings with a tarp, plastic sheeting, old blankets or whatever you wish. If you need assistance with this process, we are happy to help! Please let us know PRIOR to coming to the job so that we can be prepared to assist. The protection charges are minimal. Please note; our employees are not permitted to handle your belongings.

!

#### DURING THE INSTALLATION

**Q: Does the "New Roof, No Mess" process or use of the Equipter eliminate all debris?**

A: The Equipter has changed roofing completely. It eliminates a great majority of the mess. Decks, shrubs, septic areas and other obstructions may hinder its complete use and there may be some mess but, we use it as effectively as your property allows. We have purchased this equipment because we are committed to protecting your home and landscape.

**Q: I understand roofing is a messy job and I am worried about finding nails on my property. What is done about this?**

A: It is part of our process to use our equipment to capture all debris, including nails. When the job is complete, the job supervisor will "magnet sweep" your property to collect any stray nails from the thousands that are ripped from an average roof. We make every effort to get every single nail but, understandably, we cannot guarantee we will get 100% of them. There are over 12,000 nails in the average roof, if 12 were found, we are still at 99.999% accuracy in capturing nails.

**Q: Will you be putting a large container in our yard?**

A: Spicer Bros. utilizes our own dump truck so that we can remove the debris on a daily basis when feasible. If the job has multiple layers that may require multiple trips to the landfill, we may opt to utilize the services of a local trash receptacle provider. The container will be placed on plywood scraps if we use one.

**Q: Are your jobs supervised?**

A: Yes, all of our installations are under the direct supervision of a Supervisor designated by our Project Manager. The Project Manager often makes random visits to the jobsite as well.

**Q: Will my deck be protected during the roofing process?**

A: Absolutely! We will apply a layer of sheathing on the deck to avoid damage to the decking.

**Q: Will my air conditioner unit be covered?**

A: Yes! We will protect your outdoor units with plywood

**Q: What if you find more layers of shingles than proposed? How will I be billed for this?**

A: We can only be responsible for the number of layers listed on the proposal. It is very likely to find some areas that have either been repaired or replaced at some time and these layers are undiscoverable by the estimator during a normal visual assessment of your roof. When properly installed, a second or additional layer is not identifiable without removal of the roofing. Our estimators do not remove roofing to identify layers. We go on the knowledge of the homeowner and what is visibly identifiable without removing and this is really all we can do. We bill for the removal of the extra layer(s) by the square foot as these findings require additional labor and incur additional landfill fees. Although unfortunate, this happens quite often in our trade.

Initial \_\_\_\_\_





*Q: How many laborers are generally on a job?*

A: Depending on the size of the roof; 4-6

*Q: What happens if a nail penetrates a wire, pipe or other material in our home or attic?*

A: We use fasteners specific to the process and these fasteners should not come in contact with or penetrate any pipe, wires or air conditioner lines that have been installed by others, so long as those installations have been routed in accordance with trend standards. If these issues happen, it is most likely due to improper installation of others. We can assist in the repair of these issues and pass on the charges or simply refer a trade professional to you to work with directly. We do want to know of any concerns in this area.

*Q: Does the Equipter damage the yard?*

A: Although the Equipter has specially designed turf tires suitable for a golf course, the yard can still experience some wear from its use. The typical wear has been matted down grass that bounces back in just a short period of time. If any recent precipitation or use of the irrigation leaves the yard excessively wet, our Supervisor or Project Manager may opt to not use the Equipter on your job. The job can either be re-scheduled keeping in mind that we may have to re-schedule your job around commitments and obligations to other customers currently on the schedule.

#### AFTER THE INSTALLATION

*Q: The sales guy who come out said you would be doing \_\_\_\_\_ or that you would \_\_\_\_\_ or that we were getting \_\_\_\_\_.*

A: If it is not in the typed proposal it is not covered. If you think the sales person said something that has not made it to the typed proposal, please address this prior to signing the proposal. This will avoid any issues once the job is contracted and these items are easier dealt with upfront. In the acceptance section of the proposal, it states: "There are no oral representations related to this agreement not included herein." It is our intention to give you exactly what you are paying for and we encourage you to review the proposal for any and all details prior to signing. If it is something that you wish to add, we can revise it and resend it.

*Q: Do you clean up before you leave?*

A: Yes! We encourage a walk-around with the supervisor after completion.

#### MISCELLANEOUS

*Q: Does Spicer Bros. deal with flat roofs?*

A: EPDM, DeckRite, on Residential and Light Commercial

*Q: Are your gutters custom made or are they pre-fab from a Lowes or Home Depot?*

A: We have a seamless guttering machine and custom make your gutters on-site.

Initial\_\_\_\_\_



[www.spicerbros.com](http://www.spicerbros.com)  
[www.facebook.com/SpicerBrosRoofing](https://www.facebook.com/SpicerBrosRoofing)  
[Spicer Bros YouTube Channel](https://www.youtube.com/channel/UC...)  
[www.twitter.com/spicerbros](https://www.twitter.com/spicerbros)

Our Angie's List Reviews

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34634 Bay Crossing Blvd Suite 1  
 Lewes, DE 19958  
 Phone: 302.703.6754  
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DE Lic# 2004203144  
 MD/DE/VA (class A)

## Proposal

Reference #20278

For Project Name:  
 front building siding at same

*Building I*

**Scope of Work:** We propose the following services to include all labor and materials as specified:

We will remove the existing, siding, soffit and fascia and inspect all exposed structure. Any rotten or damaged wood found at any time during this scope of work will be reported to the owner immediately. Upon authorization Spicer Bros will repair these findings on a time and material basis. This proposal assumes that the furring strips that exist are spaced on 16" centers as required by the manufacturer for insulated siding. If the existing asbestos siding becomes a hazard and becomes an issue with crumbling and we must cease and desist all work and bring in a hazmat remediation firm. This process will relieve Spicer Bros. Inc. from any liability with the structure exposed to the elements as well as schedule commitments.

We will work around the home and inspect as we go, after the authorized replacement of sidewall sheathing we will complete the following:

Pad out around all window with the use of 2x4's.

We will install Tyvek house wrap to all sidewalls and gables and tape all seams. We will install Tamko moisture wrap around all windows and doors that have the flanges to receive the moisture wrap.

We will install all vinyl trim accessories necessary to accommodate the installation of the new siding on the entire structure. The trim package will consist of standard corners and 1/2" j channels where applicable.

We will install Certainteed "Insulated siding" Series horizontal siding on all sidewalls to cover the newly installed Tyvek house wrap. This pricing is dependent on the selection of a readily available color. Please visit our showroom or the products page of our website to review the siding materials mentioned [www.spicerbros.com](http://www.spicerbros.com). Please note that Spicer Bros was the areas first 5 Star Contractor as recognized by the Certainteed Corporation. This credential is not obtainable without prior certifications with the Vinyl Siding Institute "VSI" of America of which we have also obtained. All electrical lighting will be removed to install mount master light blocks. New lighting can be installed by our licensed electrician at rates not included in this proposal. Our electrician is very reasonable. We are proposing Dutch lap or Straight profile siding for the same price.

Color of siding \_\_\_\_\_ Style of siding \_\_\_\_\_

We will install Certainteed vented soffit in all eave overhangs and solid soffit in all gable overhangs and porch ceilings (where applicable). This will satisfy the intake portion of the roof required intake for ventilation.

We will field bend and install new aluminum trim coil to all eave and gable fascia boards, and newly installed 2x4's to include the returns. We will remove all debris resulting from this improvement. Landfill and disposal fees are included.

**Warranty:** The work within this proposal will be performed to manufacturer's specifications and current industry standards. All work within this proposal will carry a ~~ten~~-year workmanship guarantee outlined on the reverse side of this agreement.

**Pricing and Options:** Please initial selected option(s) upon acceptance and write in color selection. Prices are good for 30 days.

\_\_\_\_\_ Scope as mentioned: **\$48,000.00** \_\_\_\_\_ Install additional insulation foam sheet goods in between the existing furring strips, this will provide a solid surface behind the siding and is a highly suggested option for the selected siding: **\$7100.00. We estimate the increased R value to be around 3.**

\_\_\_\_\_ Remediation services: **\$6,351.00 as/if required, signature required as acknowledgement.**

**Financing:** We offer many financing options to assist you in getting your project underway and through completion. Any of our Administrative Assistants should be able to help you with this. This is a painless process that can be done here at our showroom.

**Terms of Payment:** 1/3 down: \$\_\_\_\_\_ based on the selected option(s), 1/3 prior to start: \$\_\_\_\_\_ & the balance is due "AT" the time of completion: \$\_\_\_\_\_. The work can be scheduled to coordinate with the day that final payment can be made.

Please note: We may match any "legitimate" competitors' price. The competitors' proposal must be in writing or typed (on a company letterhead) and be a apples to apples comparison in regards to the scope of work, certifications and warranties. The "competitor" must be properly licensed and insured and have a Maryland Home Improvement License as required by LAW. We reserve the right to deem whether the "competitor" and the price of the competitor are at reasonable market values, we may ask for proof in writing. We also accept Visa, Master Card, Discover & American Express! Credit card payments are subject to 3.5% processing fees.

#### Social Media and Informative sites:

The site just below can be used to verify the licensure or status of a contractor. Please feel free to verify Spicer Bros as well as any other contractor. Please note that ALL contractors performing home improvements in the state of MD MUST be licensed by the MHIC Commission. New home builders are not "qualified" to perform home improvements without this license. Click here, [Maryland Home Improvement Public Query](#)



VSI Certification (scroll to page 39)



CertainTeed 5 Star Siding Credential & PVC Trim (search by company name) We are also a Shingle Master!



[www.gaf.com/verify](http://www.gaf.com/verify) Verify our "Master Elite Weather Stopper Roofing Contractor Credential", type in our #, 4105461190.



Please visit our Facebook to "Like" & follow Spicer Bros! <http://www.facebook.com/spicerbrosroofing>



You can view our completed work at <http://www.spicerbros.com/gallery>



Follow us @ [www.twitter.com/spicerbros](http://www.twitter.com/spicerbros)

Learn more about Spicer Bros, our products and services @ [www.spicerbros.com](http://www.spicerbros.com) & please read our Testimonials!

#### Acceptance:

As owner or agent on behalf of the above-mentioned property, I hereby authorize Spicer Bros. Construction, INC. to perform the work and/or services specified in this agreement. I agree to meet the terms of payment as specified. I have also read and understand the Terms and Conditions as well as the workmanship guarantee herein this agreement. There are no oral representations related to this agreement not included herein.

\_\_\_\_\_  
Owner/Owner's Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
BKS  
Brian K. Spicer  
President MHIC #98010  
DE Lic# 2004203144

8/28/2018  
Proposal Date

### Workmanship Guarantee:

For a period of ten years, if water leakage occurs or any component of the installation fails due to workmanship performed by us, we agree to repair the same without charge.

The following are excluded from this coverage: a) installation details not specifically outlined within the scope of work, b) natural disasters including, but not limited to hurricanes, lightning, tornadoes, and earthquakes, c) distortion, movement, buckling, leakage or cracking of any material or substrate condition caused by any design defect, or underlying conditions having ceased or failed to conform to manufacturer's specification for installation, d) damage associated with other person's traffic or contact with the installation, e) any water damage occurring more than two business days after the discovery of a leak, unless we are notified within two business days of its discovery, f) damage from wind gusts exceeding manufacturer's individual wind ratings, g) expansion and contraction of metal work (typically caused by fluctuations in temperature, or h) areas that pond water.

This work carries no further guarantee unless otherwise specified herein.

**Terms and Conditions of Contract:** Contractor here in named as Spicer Bros.

Obstacles on the roof are the responsibility of the owner, satellite dishes, lightning rods, antennas, decorations etc. (but not limited to the previously mentioned). We will remove the satellite dishes and re-install them but are not responsible for the signal. You must contact your satellite provider to make adjustments and this may or may not incur additional fees, paid to them and not included in this proposal. Spicer Bros is NOT responsible for damaged caused by the re-use of existing skylights or any other roof penetration or flashing detail not originally installed by Spicer Bros unless otherwise noted in our scope of work.

Spicer Bros. shall not be responsible for replacement of deteriorated woodwork, wood or other sub-surface material found during the process of work. Spicer Bros. cannot be responsible for the removal of additional layers of roofing or other materials not visible during our inspection of the property. If additional layers are found we will bring it to the attention of the owner immediately. Such findings will incur additional fees. Spicer Bros. can only be liable for the removal of number of layers listed in our scope of work. Any design or construction defects (cosmetic or structural) not found during our routine inspection or assessment of the work to the property shall be the responsibility of the owner/owner's agent. The installation of new roofing either by a roof over or tear off will not fix dips or sags that are in the roof structure and may cause such issues to be more noticeable after the installation of new shingles; Spicer Bros is not responsible for such issues in your structure. In the event repairs or work is required not included in the scope of work, it will be completed at a rate of \$70.00 per man hour plus material costs. Additional work will not be completed without written authorization. In most instances, a delivery vehicle or equipment shall be necessary to access the property. Spicer Bros. is not liable for personal or property damage caused by these vehicles or machinery. Building occupants and neighbors should be aware that this work will involve tools, equipment and practices that may create excessive noise to complete the work. The owner/owner's agent shall not interrupt or interfere with the progress of work. The owner/owners agent shall in no way try to employ or contract work with any employee or subcontractor of Spicer Bros. during the installation or replacement process.

All agreements are contingent upon strikes, material availability, accidents, inclement weather conditions, and any other circumstance beyond our control. Spicer Bros. can not be held responsible for the work or lack of work of others. After the beginning of a project Spicer Bros will send a progress invoice to cover "all materials" and the application of materials used to date if we are being held up or stopped due to the work or lack of work by others. It is the responsibility of the owner to insure the site is ready for our services. This proposal is based upon the assumption that the property does not have any material containing asbestos. In the event that asbestos containing materials are found, work will cease immediately. It shall then be the owner's responsibility to dispose of this material before work shall commence and Spicer Bros. shall not be responsible for costs, delays, or any damage related to this process. Unless otherwise indicated, permits and related costs will be the responsibility of the owner/owner's agent. This contract incorporates all provisions for work as noted herein. We do not include credit card fees when preparing our proposals therefore we will not provide discounts for cash or check. No representative, employee, subcontractor, or agent of Spicer Bros. has any authority to assume any additional liability or responsibility, expressed or implied, in connection with work noted herein this contract. Owner/owner's agent agrees to pay a service charge of 1.5% monthly (18% annum) on all balances past due, this in accordance with terms agreed on by both parties. In the event that it becomes necessary to place this account in the hands of an attorney for collection, the owner/owner's agent agrees to be liable for said costs, including a 30% collection fee or the maximum legal limit, court costs, and reasonable attorney fees.

This contract can be withdrawn within 72 hours of acceptance or if not accepted within 30 days.

Verification of insurance is available upon request.

For work in the state of Maryland, all home improvement contractors must be licensed by the Maryland Home Improvement Commission. Inquires about a contractor and their licensing status may be directed to the Maryland Home Improvement Commission at 410-230-6309 or 1-888-218-5925.

Verification of insurance is available upon request.

[www.spicerbros.com](http://www.spicerbros.com)

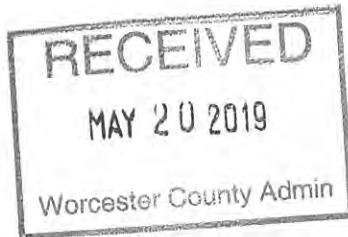
[www.facebook.com/SpicerBros](http://www.facebook.com/SpicerBros)

[www.youtube.com/SpicerBrosConst](http://www.youtube.com/SpicerBrosConst)



SBC-INC REP: INITIAL \_\_\_\_\_ DATE: \_\_\_\_\_ OWNER/AGENT: INITIAL \_\_\_\_\_ DATE: \_\_\_\_\_





**MEMORANDUM**

4

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Tom Perlozzo, Director of Recreation and Parks  
DATE: May 20, 2019  
SUBJECT: Power Boat Race Request – September 27<sup>th</sup>- 29<sup>th</sup>, 2019

Please find attached a letter from Phil Houck, owner of Crab Alley, requesting permission to use the West Ocean City commercial parking lot and boat ramp for the proposed Offshore Powerboat Association National Championship Offshore Power Boat Race, September 27<sup>th</sup>- 29<sup>th</sup>, 2019. He has also provided a list of activities for each day of the race.

His request includes:

1. Use of two-thirds of the east end of the parking lot to accommodate trailers and racing boats.
2. Use of one (1) recreational boat launch.
3. Use of traffic cones and barriers provided by the county.

In as much, if you approve, we are recommending the following information for Mr. Houck to be required:

1. Work with the Parks Department on the parking lot set-up.
2. Work with the Parks Department on trash removal daily with final clean up inspection.
3. Continued use of the recreational boating side of the ramp (2 - ramps by County).
4. Provide for any security and traffic control during use and coordination with the County Sheriff's department including overnight hours.
5. On site Point of Contact name, telephone number, etc. to handle any unforeseen issues.
6. Not to block any of the handicapped parking spaces available next to the public restrooms.
7. Provides the required insurance naming Worcester County as insured.
8. Acknowledges all the required permitting for the operation of the event.
9. Provide promotion to Worcester County.
10. Operation of any music or public address system in accordance to any and all Worcester County codes.

Should you have any questions, please feel free to reach out at your convenience.

cc: Lisa Challenger, Worcester County Tourism  
Matt Crisafull, Worcester County Sheriff  
Bill Rodriguez, Parks Superintendent

## **Bull on the Beach / Crab Alley**

12507 Sunset Avenue #8  
Ocean City, MD 21842  
410-213-2555 / 410-213-2594 (fax)

May 9, 2019

Lisa Challenger - Director  
Worcester County Tourism  
104 West Market Street  
Snow Hill, MD 21863

Dear Lisa,

Thanking you and the Worcester County Commissioners for the opportunity to request the use of the West Ocean City Harbor parking lot, for this year's National Championship Power Boat Race.

Race weekend will be September 27th - September 29th of 2019.

1. May we reserve two-thirds of the east end of the parking lot to accommodate trailers and racing boats. The remaining one-third will be used for the general public.
- 2 Two of the boat launching ramps shall remain open to the general public.
- 3 We will provide security and traffic control, if necessary, during your use of the facilities.
- 4 We will provide proof of insurance indicating the County Commissioners or Worcester County, Maryland as a named insured on the policy.

Again, it is great working with you and the County Commissioners. Please note the attached schedule of events.

Sincerely,



Phil Houck

<b>Friday, September 27, 2019</b>	
All Day	Arrival of Race Boats - Race Village - West Ocean City Public Ramp, Sunset Ave, MD
9am - 4pm	Race Boats Inspections - Race Village Crane Area - West Ocean City Public Ramp Ramp Area - West Ocean City Public Ramp Wet Pits - West Ocean City Public Ramp Dry Pits - West Ocean City Public Ramp
12pm - 4pm	Racers Registration - CRAB ALLEY - 9703 Golf Course Road, West Ocean City, MD
7 pm	Meet the Racers Party – Crab Alley Restaurant
<b>Saturday, September 28, 2019</b>	
All Day	Race Boats and Vendors in operation
8am	Course Buoys set
8:30am	Race Control Operational
9am	Drivers meeting - Ocean City USCG Station - 610 South Philadelphia Ave, Ocean City, MD
9am - 5pm	Crane lift and Ramp operational - West Ocean City Public Ramp
10am - 4pm	Team Registration - CRAB ALLEY
10am - 5pm	Race Boat testing must be 1 (one) mile off race course per Ocean City
12pm - 4pm	GPS Registration (a) Frank's Trailer @ Crab Alley
7 pm until?	Meet the Racers Party - TBD
<b>Sunday, September 29, 2019</b>	
All Day	Race Boats and Vendors in operation
7:30am	Team physicals - Ocean City USCG Station - 610 South Philadelphia Ave, Ocean City, MD
7:30am	Course Buoy's set
8:30am	Race Control Operational
8:30am	Medical and Dive team briefing (Bruce Johnson) - Ocean City USCG Station - 610 South Philadelphia Ave, Ocean City, MD
9am	Drivers meeting - Ocean City USCG Station - 610 South Philadelphia Ave, Ocean City, MD
9am - 5pm	Crane lift and Ramp operational
9am	Patrol Fleet Briefing - Ocean City USCG Station - 610 South Philadelphia Ave, Ocean City, MD
10:30am	Race Patrol Fleet and Course Support Fleet on station
12pm	RACE 1 (start subject to adjustment)
2pm	RACE 2 (start subject to adjustment)
7pm	Awards Party - CRAB ALLEY - 9703 Golf Course Road, West Ocean City, MD




5

**Worcester County**  
Department of Environmental Programs

Memorandum

**To:** Harold L. Higgins, Chief Administrative Officer

**From:** Robert J. Mitchell, LEHS   
Director, Environmental Programs

**Subject:** **Rural Legacy Area Easement Agreement of Sale**  
E.S. Adkins  
Snow Hill, Maryland  
Tax Map 61, Parcels 8, 23, 13, 7, 42, 11  
914.04 Acres

**Date:** May 21, 2019

Attached you will find a memorandum from Katherine Munson, of my staff with an application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the Commissioners. The easement totals \$775/acre, this price was derived using two provided appraisals together with an Easement Value System (EVS) worksheet. The final price was negotiated with the landowner and MD DNR. The funding, provided by FY18 and FY 19 Dividing Creek Rural Legacy Funds will be used to purchase a voluntary conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine Munson is a conservation easement agreement of sale. This property consists of 914.04 +/- acres located on the eastern side of Whitesburg Road and the southside of Corner House Road, West of Snow Hill.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999).

With respect to this particular property, the land is within the Chesapeake Bay watershed, is adjacent to protected state forest land and sits right in the geographical center of the Dividing Creek RLA. The multiple properties have the potential minor subdivision rights for 25 to 28 lots,

**Citizens and Government Working Together**



depending on soil percolation results. The owner is surrendering all subdivision and development rights, save one (1) residence. The owner must also abide by impervious surface limits (no CAFOs), the land must remain under one owner and in forestry, and the owner must implement a Forest Stewardship Plan. The negotiated price for this easement is lower than any per acre payment in the history of the Rural Legacy Program in Worcester County.

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Purnell, Mr. Higgins, and Ms. Howarth.

If you have any questions or need additional information please let me know. Both Katherine and I will be available to discuss this matter.

Enclosures

cc: Maureen Howarth  
Katherine Munson



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1220 / FAX: 410.632.2012

AGRICULTURAL PRESERVATION  
CONSERVATION PROGRAM  
WATER & SEWER PLANNING  
SHORELINE CONSTRUCTION

WELL & SEPTIC  
NATURAL RESOURCES  
PLUMBING & GAS  
COMMUNITY HYGIENE

## Memorandum

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**TO:** Robert Mitchell, Director

**FROM:** Katherine Munson, Planner V *Km*

**SUBJECT:** Dividing Creek Rural Legacy Area—E.S. Adkins—Tax Map 61, Parcels 8, 23, 13, 7, 42, 11

**DATE:** May 21, 2019

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This project to be funded by FY18 and FY19 Dividing Creek Rural Legacy Area funds.

A map of the property is attached; as well as a map showing the location of the property in the RLA. The property is adjacent to a 600-acre Rural Legacy easement, and hundreds of acres of state land. Parcelization of forested land erodes the forestry industry. Protection of this property will require that all six (6) parcels remain in one ownership and in forestry in perpetuity. 25-28 minor subdivision rights will be extinguished from the property; one non-subdivided home will be allowed. CAFOs will be disallowed—impervious surface will be limited to no more than 3.656 acres (0.4% of the property).

Attached please find an Agreement of Sale signed by Paul Adkins, President of ES Adkins and Company.

ES Adkins has agreed to an easement purchase price of \$775.00 per acre for this property which is 914.04 +/- acres. A survey will determine the exact acreage which will determine the purchase price.

Two appraisals of the before and after value were conducted by two independent appraisers. The easement values were:

McCain: \$731,000; \$799 per acre

Lefort: \$549,000; \$600 per acre

These two values are more than 20% apart. MD DNR requires that appraisal values be within 20% of each other, or that the county obtain a third appraisal or use the approved Easement Valuation System (EVS) to support arriving at an easement value.

Rather than spend additional funds on a third appraisal, we used the approved EVS to establish a 3<sup>rd</sup> value, which was \$1,024,675; \$1,121.04 per acre. The EVS worksheet is attached.

Please note that none of the three values are within 20% of each other. The mean of the three is \$840/acre; however we felt that more weight should be given to the values arrived at with appraisal. We began negotiations with the landowner at the mean of the two appraisals (\$700/acre). The landowner rejected this offer. We arrived at \$775/acre, to which MD DNR agreed. We feel that \$775/acre is a fair and reasonable payment—it is lower than one of the two appraisal values, and 30% lower than the EVS value. It is lower than any per acre payment we have made in the history of the Rural Legacy Program in the county.

I have indicated on the contract where signature is required.

Please let me know of any questions you have.

Attachments



## SUMMARY OF SALIENT FACTS

IDENTIFICATION: 914.041 +/- Acres Agricultural Timber Farm  
East Side Whitesburg Road (*Across Street from #1618*)  
South Side Corner House Road  
West of Snow Hill, Worcester Co, Maryland 21863

CENSUS TRACT: 9514

### OWNERSHIP AND TAX REFERENCE:

Tax Parcel		Deed Reference		Date of Acquisition	Boundary Survey
Ownership:		E.S. Adkins & Company			
Map	Parcel	Liber	Folio		Land Area
61	7	111	/ 291	June 3, 1958	78.861 ac.
61	8	33	/ 560	January 2, 1950	492.000 ac.
61	11	34	/ 19	January 17, 1950	170.250 ac.
61	13	470	/ 129	April 22, 1975	57.800 ac.
61	23	46	/ 310	September 26, 1951	106.000 ac.
61	42	2471	/ 203	January 8, 1998	9.130 ac.
per Boundary Survey					914.041 acres

COMPOSITION: **914.041 +/- Acres (Per Deed and Assessment Data)**  
100% Woodlands (Predominantly Pine Timber)  
Average Age of Timber: ~ 29 Years

IMPROVEMENTS: No Structural Improvements present

ZONING: A-1; Agricultural District

UTILITIES: Private Well and Septic Systems required

POTENTIAL DEV. RIGHTS: 25 to 28 minor subdivision rights (Subject to soil percolation)  
*RETAINED RIGHTS: One (1) Primary Residence right (w/ CAFO restriction)*

FLOOD PLAIN MAP: FEMA Community Maps #24047C-0225-H; dated July 16, 2015, majority of property lies within Zone X (Area of Minimal Flooding)

SOIL CLASSIFICATIONS: Predominantly Othello silt loam; Kentuck silt loam; Mattapex loams; Woodstown sandy loam; Fallsington sandy loam; Hammonton loamy sand

HIGHEST AND BEST USE:  
(Before Easement): Agricultural (Timber) and Recreational with Minor Residential Development Potential in the Future

(After Easement): Agricultural (Timber) and Recreational Use with One Primary Residence allowed (including poultry house restriction)

- (Continued on Following Page) -



**SUMMARY OF SALIENT FACTS AND CONCLUSIONS (Continued)**

EFFECTIVE DATE: September 12, 2018

DATE OF REPORT: October 9, 2018

**VALUE CONCLUSIONS:**

**“AS IS” MARKET VALUE (BEFORE) -      \$2,200 per Acre                      \$2,011,000**

**VALUE ENCUMBERED BY CONSERVATION EASEMENT (AFTER) \$1,462,000**  
*(Estimate of Unit Value)                      -      \$1,600 per Acre*

***DIFFERENCE (Concluded Value to Easement):                      \$ 549,000***  
*(Extracted Unit Value Conclusion)                      ~ \$ 600 per Acre*

*The per acre unit value conclusion is considered reliable within a deviation range not to exceed 10 % variance, more or less, to the presented unit size within this appraisal report.*

*It is noted that a current title commitment was not provided for this assignment. I received a deed and other information related to the property being appraised, but it is uncertain if this information encompasses all outstanding rights or reservations currently found on the subject property. It is assumed that there is clear title to the property and that there are no additional encumbrances or restrictions beyond those already identified (including mineral or other reservations) that could materially affect value. A change in the estate appraised, when final title is obtained, could require an amendment of the appraisal or reappraisal of the property so that the estate appraised matches the estate to be transferred.*

**SUMMARY OF IMPORTANT DATA AND CONCLUSIONS**

<b>REPORT TYPE:</b>	Appraisal Report File No. CC14080	
<b>REPORT DATE:</b>	August 24, 2018	
<b>LOCATION:</b>	Whitesburg Road Snow Hill, MD 21863 Map 61 Parcels 7, 8, 11, 13, 23, 42	
<b>OWNER OF RECORD:</b>	E.S. Adkins & Company	
<b>LAND AREA BEFORE/AFTER:</b>	914.04 +/- Acres	914.04 +/- Acres
<b>IMPROVEMENTS:</b>	no improvements	
<b>ZONING:</b>	A-1	
<b>CENSUS TRACT:</b>	9514	
<b>FLOOD MAP STATUS:</b>	Zone AE - Portions of the subject around Miller Branch appear to be in the 100 year flood zone. Panel 24047C0225H, July 16, 2015	
<b>FLOOD ZONE COMMENTS</b>	Portions of the subject around Miller Branch appear to be in the 100 year flood zone.	
<b>HIGHEST AND BEST USE BEFORE:</b>	Agriculture	
<b>HIGHEST AND BEST USE AFTER:</b>	Agriculture	
<b>PROPERTY RIGHTS APPRAISED:</b>	Fee Simple	
<b>BEFORE VALUE</b>	\$2,011,000	
<b>AFTER VALUE</b>	\$1,280,000	
<b>VALUE OF EASEMENT/DIFFERENCE:</b>	\$731,000	
<b>EFFECTIVE DATE</b>	August 21, 2018	
<b>APPRAISERS:</b>	F. Lee Gosnell William McCain, MAI, MBA	

**DIVIDING CREEK RURAL LEGACY AREA**  
**Easement Valuation System Worksheet**

Property Owner Name ES Adkins County Worcester County Tax Map/Parcel 61/8,23,13,7,42,11

Total acreage of property 914.04

Per Acre Fair Market Value (FMV) for County

FMV/acre\* = \$2,593.96

\*FMV/acre is the mean FMV/acre determined by appraisal for comparable properties appraised for the MALPF program in the most recent application cycle. In this case, this is the mean FMV for three entirely wooded properties, 91 to 400 acres in size.

**A. BASELINE VALUE (per acre)**

40% of FMV for County

**Total Base Easement Value** (per acre)

\$1,038.00

**B. CONSERVATION FEATURES/PRIORITY BONUS (Maximum Bonus 17%)**

1. Waterfront (5% if more than 100 ft. on Dividing Creek or Pocumoke)

Total feet of shoreline \_\_\_\_\_

\_\_\_\_\_0\_\_\_\_\_

2. Contiguous Preserved Area (Maximum Bonus 3%)

Total acreage of preserved area \_\_\_\_\_

\_\_\_\_\_3%\_\_\_\_\_

3. Soil Capability (Maximum Bonus 10%)

Total percent Class I 6% Class II 8% Class III 70% Class IV \_\_\_\_\_

\_\_\_\_\_5%\_\_\_\_\_

**Total Conservation Features Bonus** (per acre) 8%

**C. NATURAL RESOURCE PROTECTION BONUS (Maximum Bonus 20%)**

1. Expanded Riparian Buffer

Buffer from Dividing Creek/Pocomoke River \_\_\_\_\_ft. width (Max. Bonus 10%)

\_\_\_\_\_0\_\_\_\_\_

Buffer from nontidal streams \_\_\_\_\_ft. width (Max. Bonus 12%)

\_\_\_\_\_0\_\_\_\_\_

Buffer from agricultural ditch \_\_\_\_\_ft. width (Max. Bonus 10%)

\_\_\_\_\_0\_\_\_\_\_

2. Forest Habitat Protection

\_\_\_\_\_acres (Max. Bonus 10%)

\_\_\_\_\_0\_\_\_\_\_

3. Critical Habitat Protection

\_\_\_\_\_acres (Max. Bonus 10%)

\_\_\_\_\_0\_\_\_\_\_

**Total Natural Resources Protection Bonus** (per acre) 0%

**Easement Value (Base Value Plus Bonuses)** per acre 1,121.04

**D. SUBTOTAL- EASEMENT VALUE (BEFORE DEDUCTION FOR RESIDENTIAL RIGHTS AND/OR CREP-ELIGIBLE)**

Number of Acres in Easement (Do not include CREP-eligible acres, if applicable) 914.04

Easement value per acre (Base value plus bonus values from above) 1,121.04

**Subtotal --(Easement value/acre X Number of acres in easement) \$1,024,675.00**

**E. DEDUCTION OF VALUE FOR RESERVED RESIDENTIAL RIGHTS  
(10 X FMV/ACRE X NUMBER OF RESERVED RESIDENTIAL SUBDIVISIONS)**

Deduction Value (10 times FMV/acre) \_\_\_\_\_

Number of Reserved Residential Subdivisions (Do not include first principal residence) \_\_\_\_\_

**Subtotal-- (Easement Value Minus Total Deduction) \$1,024,675.00**

**F. VALUE OF CREP-ELIGIBLE ACRES**

Number of eligible CREP acres \_\_\_\_\_

Value per acre for County \_\_\_\_\_

Value for CREP-eligible acres (No. of CREP acres X CREP value/acre for County) \_\_\_\_\_

**TOTAL VALUE OF EASEMENT**

**EASEMENT VALUE MINUS DEDUCTION FOR SUBDIVISION PLUS CREP-ELIGIBLE VALUE**

**\$1,121.04/acre; \$1,024,675.00**

## **AGREEMENT OF SALE**

**THIS AGREEMENT OF SALE** ("Agreement"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, is made by and between E.S. Adkins & Company, ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the Seventh tax district of Worcester County, Maryland; which is six (6) parcels, 914.04 +/- acres total, more or less, and located on Whitesburg Road and Corner House Road in Snow Hill, Maryland, having tax ID numbers of 07-006780; 07-004583; 07-004567; 07-004591; 07-008422; 07-004575.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

### **SECTION 1. PURCHASE AND SALE.**

Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is a description of the property.

### **SECTION 2. PURCHASE PRICE AND PAYMENT.**

**2.1.** The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Seven Hundred and Seventy-Five Dollars (\$775.00) per acre, of which \$1.00 has been paid upon signing.

**2.2.** At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Sellers by cash or County check.

**2.3.** The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

### **SECTION 3. CLOSING.**

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before June 28, 2020 at a date, time and at a place as set by Buyer, unless extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

### **SECTION 4. CONVEYANCE OF THE EASEMENT.**

**4.1.** At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement ("Easement") to the Property in the same form and containing those



restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a part hereof. Title shall be good and marketable and free and clear of any and all encumbrances, exceptions, limitations, leases and liens whatsoever, except that any mortgages shall be subordinate to the Easement at Closing if they are to remain as a lien. Title to the Property shall be insurable at regular rates by Buyer's title insurance company without any exception for mechanic's liens or rights of persons in possession. In the event a lien holder fails to execute a required subordination at or prior to Closing to the satisfaction of the Buyer, the Buyer at its sole option, may terminate this Agreement and the parties shall have no further obligation to each other.

**4.2.** Sellers shall not mortgage, lease, encumber or otherwise dispose of the Property, or any part thereof, prior to Closing or the termination of this Agreement without first having obtained the prior written consent of the Buyer.

## **SECTION 5. CONDITION OF THE PROPERTY AND RISK OF LOSS.**

**5.1.** If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Sellers, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.

**5.2.** Sellers covenant that at Closing, the Property shall be in the following condition:

i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.

**5.3.** From and after the effective date of this Agreement, Sellers grant permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.

**5.4.** The Sellers are responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil, rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

## **SECTION 6. CLOSING COSTS.**

**6.1.** Buyer shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.

ii) all expenses for examination of title and the premium for any title insurance obtained by it.

**6.2.** Sellers shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;

ii) any attorney's fees incurred by the Sellers, and

iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Sellers, including but not limited to the payment of real estate taxes.

## **SECTION 7. SELLERS' REPRESENTATIONS.**

**7.1.** Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

**7.2.** Sellers represent and warrant that:

i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Sellers, their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,

ii) neither Sellers nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National Environmental Policy, or any amendments thereto, or any similar or successor laws, whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws"),

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,

v) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that is has been paid in full at or before Closing.

7.3. The Sellers' representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

## **SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.**

8.1. At Closing, Sellers shall execute and deliver the Easement to the Buyer.

8.2. At Closing, Sellers shall execute and deliver to the Buyer's title insurance company or Buyer such affidavits and writings reasonably requested from a seller in connection with the settlement of like property.

## **SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.**

At Closing, Buyer shall deliver the Purchase Price in accordance with the terms and conditions of this Agreement.

## **SECTION 10. DEFAULT.**

10.1. In the event that Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

i) permit Sellers to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Sellers' sole cost and expense, and

ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Sellers' receipt of notice from Buyer of such defect or defects to the title.

In the event that Sellers fail to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Sellers be in default of their obligations to convey the easement on the Property under this Agreement.

**10.2.** Subject to Section 10.1, in the event that Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers under this Agreement, Buyer shall be entitled, after such default, to:

- i) waive any failure to perform in writing;
- ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Sellers must then pay to Buyer an amount equal to all Buyer's survey costs and
- iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

**10.3.** In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Sellers shall be entitled, after such default, to:

- i) waive any failure of performance in writing,
- ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or
- iii) institute such actions or proceedings for monetary damages and/or equitable relief as are authorized by applicable law.

## **SECTION 11. GENERAL PROVISIONS.**

**11.1.** This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

**11.2** The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Sellers, and the parties shall have no further obligation to each other.

## **SECTION 12. SURVEY PROVISION**

**12.1** The parties acknowledge that they believe and estimate in good faith that the area of easement is 914.04 acres. The purchase price of the easement shall be \$775.00 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 914.04 acres, updated appraisals will be required and a new purchase price may be determined, in which case a new Agreement will be required based upon the

updated purchase price, and this Agreement will be void. In the event the Seller may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Seller shall reimburse Buyer for Buyer's out of pocket costs for the survey.

**12.2** The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Seller, extend settlement a period of 120 days to permit Seller to contest any survey results.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

**Witness/Attest:**

**SELLERS**

Hay A. Carter

By: Paul Adkins (Seal)  
Paul Adkins, President

**BUYER**

County Commissioners of Worcester County, Maryland

Harold L. Higgins  
Chief Administrative Officer

By: \_\_\_\_\_ (Seal)  
Diana Purnell  
President

Approved as to legal form and sufficiency.

Maureen Howarth  
Worcester County Attorney



Exhibit A. Agreement of Sale by and between E.S. ADKINS & CO., ("Seller") and the County Commissioners of Worcester County, Maryland ("Buyer").

All those parcels of land, situate, lying and being situate in the Seventh Election District of Worcester County, Maryland, located on the east side of Whitesburg Road and west side of Corner House Road, Snow Hill, Maryland, containing 914.06 acres more or less, being the same property:

conveyed to the Seller by Frank A Scott by Deed dated January 18, 1950 and recorded among the Land Records of Worcester County, Maryland in Liber 34, Folio 19;

conveyed to the Seller by Billie R. Laws by Deed dated January 8, 1998 and recorded among the Land Records of Worcester County, Maryland in Liber 2471, Folio 203;

conveyed to the Seller by William Lankford by Deed dated January 5, 1950 and recorded among the Land Records of Worcester County, Maryland in Liber 33, Folio 560;

conveyed to the Seller by the Corddrey Company by Deed dated June 4, 1958 and recorded among the Land Records of Worcester County, Maryland in Liber 111, Folio 291;

conveyed to the Seller by The Chesapeake Corporation of Virginia by Deed dated April 28, 1975 and recorded among the Land Records of Worcester County, Maryland in Liber 470, Folio 129;

conveyed to the Seller by William Laws by Deed October 1, 1951 and recorded among the Land Records of Worcester County, Maryland in Liber 46, Folio 310.

**NOTICE: THIS DEED OF CONSERVATION EASEMENT CONTAINS COVENANTS THAT INCLUDE RESTRICTIONS ON USE, SUBDIVISION, AND SALE OF LAND AND REQUIRES SPECIFIC REFERENCE IN A SEPARATE PARAGRAPH OF ANY SUBSEQUENT DEED OR OTHER LEGAL INSTRUMENT BY WHICH ANY INTEREST IN THE PROPERTY IS CONVEYED.**

**DEED OF CONSERVATION EASEMENT**

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between E.S. ADKINS AND COMPANY having an address at 799 N. Salisbury Boulevard, Suite 1100, Salisbury, MD 21801 ("Grantor") and THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("Grantees").

WHEREAS, this Conservation Easement is based upon a form that assumes there are multiple Grantors and multiple Grantees. In the event that this assumption is wrong for this Conservation Easement, then, as appropriate, any Provision assuming multiple Grantors or Grantees shall be interpreted to mean only one Grantor or Grantee, as the case may be. In addition, Art. VI. D shall be disregarded when there is only one Grantee.

WHEREAS, the Department of Natural Resources is a body corporate and an instrumentality of the state of Maryland created pursuant to the Natural Resources Article of the Annotated Code of Maryland (2000 Replacement Volume as amended) for the purpose generally of preserving and maintaining the natural resources of the State;

WHEREAS, the Grantor owns in fee simple 914.04 acres, more or less, of certain real property in Worcester County, Maryland, and more particularly described in Exhibit A attached hereto, which was conveyed to the Grantor by Frank A Scott by Deed dated January 18, 1950 and recorded among the Land Records of Worcester County, Maryland in Liber 34, Folio 19; by Billie R. Laws by Deed dated January 8, 1998 and recorded among the Land Records of Worcester County, Maryland in Liber 2471, Folio 203; by William Lankford by Deed dated January 5, 1950 and recorded among the Land Records of Worcester County, Maryland in Liber 33, Folio 560; by the Corddrey Company by Deed dated June 4, 1958 and recorded among the Land Records of Worcester County, Maryland in Liber 111, Folio 291; by The Chesapeake Corporation of Virginia by Deed dated April 28, 1975 and recorded among the Land Records of Worcester County, Maryland in Liber 470, Folio 129; by William Laws by Deed October 1, 1951 and recorded among the Land Records of Worcester County, Maryland in Liber 46, Folio 310; (the "Property"). The location of the Property is on the east side of Whitesburg Road; Snow Hill, MD 21863. The Property is identified on tax map 61, parcels 7, 8, 11, 13, 23 and 42.

WHEREAS, the Property consists 914.04+/- acres of woodland; water quality and habitat value of significant public benefit.

WHEREAS, in recognition of the Conservation Attributes defined below, Grantor intends

hereby to grant a perpetual Conservation Easement over the Property, thereby restricting and limiting the use of the Property as provided in this Conservation Easement for the purposes set forth below.

## ARTICLE I. GRANT AND DURATION OF EASEMENT

The above paragraphs are incorporated as if more fully set forth herein.

WHEREAS, the Rural Legacy Board established in the Department of Natural Resources has been authorized under Title 5, Subtitle 9A, Natural Resources Article of the Annotated Code of Maryland, to provide grants to Sponsors of Rural Legacy Areas to acquire conservation easements in designated Rural Legacy Areas, and has agreed, with the approval of the Maryland Board of Public Works, to pay the sum of Dollars (\$0.00) to Grantor as full monetary consideration for granting this Conservation Easement.

NOW, THEREFORE, in consideration of Dollars (\$), the facts stated in the above paragraphs and the covenants, terms, conditions and restrictions (the "Terms") hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged by the parties, Grantor unconditionally and irrevocably hereby grants and conveys unto Grantees, their successors and assigns, forever and in perpetuity a Conservation Easement of the nature and character and to the extent hereinafter set forth, with respect to the Property;

This Conservation Easement shall be perpetual. It is an easement in gross and as such it is inheritable and assignable in accordance with Article XI, runs with the land as an incorporeal interest in the Property, and is enforceable with respect to the Property by Grantees and by the State of Maryland, acting by and through the Rural Legacy Board ("RLB") or the Office of the Attorney General ("OAG") against Grantor and their personal representatives, heirs, successors and assigns.

## ARTICLE II. CONSERVATION PURPOSE

The conservation of the Property will protect the following Conservation Attributes, as further set forth in Exhibit B and which include certain natural, agricultural, forestry, environmental, scenic, cultural, rural, historical, archeological, woodland and wetland characteristics of the Property, and which seek to maintain viable resource-based land use and proper management of tillable and wooded areas of the Property, and, to the extent hereinafter provided, prevent the use or development of the Property for any purpose or in any manner that would conflict with the maintenance of the Property in its open-space condition: 1) the protection of relatively natural habitat of fish, wildlife or plants, or similar ecosystems; (2) the preservation of open space for the scenic enjoyment of the general public and which yields a significant

public benefit, or pursuant to a clearly delineated Federal, State, or local governmental conservation policy and which yields a significant public benefit.

The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Attributes of the Property identified above and further described in Exhibit B, and to prevent the use or further development of the Property in any manner that would conflict with these Conservation Attributes ("Conservation Purpose"). The Conservation Attributes are not likely to be adversely affected to any substantial extent by the continued use of the Property as authorized herein or by the use, maintenance or construction of those Structures (as defined below) that exist on the Property or are permitted herein.

### ARTICLE III. LAND USE AND STRUCTURES

A. General. This Article sets forth certain specific restrictions, prohibitions, and permitted activities, uses, and Structures under this Conservation Easement. Other than the specifically enumerated Provisions described below, any activity on or use of the Property that is otherwise consistent with the Conservation Purpose of this Conservation Easement is permitted. All manner of industrial activities and uses is prohibited. If Grantor believes or reasonably should believe that an activity not expressly prohibited by this Conservation Easement may have a significant adverse effect on the Conservation Purpose of this Conservation Easement, Grantor shall notify Grantees in writing before undertaking such activity.

B. Agricultural Uses and Activities. "Agriculture," or "Agricultural" as the context requires, means production and/or management of products such as livestock, poultry, crops, trees, shrubs, plants and other vegetation, and aquaculture, but not surface, sub-surface, or spring water. It includes silviculture. This includes, by way of example and not limitation, the related activities of tillage, fertilization, application of pesticides, herbicides and other chemicals, harvesting and mowing, and the feeding, housing, breeding, raising, boarding, training and maintaining of animals such as horses, ponies, cattle, sheep, goats, hogs, and poultry.

Agricultural uses and activities are permitted on the Property on a Commercial (as defined below) or non-Commercial basis.

C. Commercial Uses and Activities. "Commercial" means any use or activity conducted by Grantor or a third party for the purpose of realizing a profit or other benefit to Grantor, their designees, or such third party from the exchange of goods or services by sale, barter, or trade. In instances in which the Grantor are a nonprofit corporation, Grantor may conduct only those Commercial uses or activities that are (i) directly related to Grantor's mission and (ii) do not harm the Conservation Attributes. Commercial activities and uses that are permitted shall be limited in scale to those appropriate to the size and location of the Property. The following Commercial activities and uses are permitted:

(1) Commercial activities related to Agriculture inside of structures used for Agriculture (for example: farm machine repair shop or seed and mineral shop);

(2) seasonal or occasional outdoor Commercial activities that are accessory to the Agricultural uses of the Property (for example: hay rides, corn maze, farm animal petting zoo, pick your own produce) and sale of Agricultural products produced off of the Property but associated with such seasonal or occasional activities (for example, the sale of apple cider on a hay ride);

(3) production/processing (within a permitted Structure (as that term is defined below)) of Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or another property owned by Grantor, into derivatives thereof.

(4) the Commercial retail and/or non-retail sale of (i) Agricultural products (as listed in Article III.B above), a majority of which are produced on the Property or on a property owned by Grantor; or (ii) derivatives produced pursuant to III.C.(4) above;

(5) Commercial services related to Agriculture limited to equestrian sports, events, and shows, boarding, the training of horses/ponies and riders, and the provision of recreational or therapeutic riding opportunities; and

(6) Commercial Passive Recreational (as defined below) uses operated the Grantor. Structures associated with these uses must be permitted according to Article III.E (3) below

D. Private Passive Recreational Uses and Activities. "Private" means the intensity of activity that could reasonably be expected in proportion to the number of residents that would typically occupy the permitted Dwelling Units (as defined below) on the Property. "Passive Recreation," or "Passive Recreational" as the context may require, means low-impact activities conducted outdoors, including, by way of example and not by way of limitation, nature study, orienteering, hunting, fishing, hiking, kayaking, canoeing, sailing, boating, horseback riding, camping, and cross country skiing.

Private Passive Recreational uses are permitted on the Property but shall be limited in scale to those appropriate to the size and location of the Property. Athletic fields, golf courses, motor cross courses, all terrain vehicle ("ATV") courses, off road vehicle ("ORV") courses, and off highway vehicle ("OHV") courses are prohibited on the Property.

E. Structures, Buildings, Dwelling Units, and Means of Access. "Structure" means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground. "Building" means any Structure which is designed, built, or occupied as a shelter for persons, animals, or personal property. "Dwelling Unit" means one or more rooms in a Building arranged for independent housekeeping purposes with: (i) furnishing for eating, living, and sleeping; (ii) the provisions for cooking; and, (iii) the provisions



for sanitation. "Means of Access" means gravel or paved driveways, lanes, farm roads, and parking areas meant to carry vehicular traffic to permitted uses and Structures.

Structures, Buildings, Dwelling Units, and Means of Access are prohibited on the Property, except the following, which include those listed in Exhibit C:

(1) Non-residential Structures designed, constructed and utilized in connection with the Agricultural uses of the Property. This Provision shall not be construed to permit what is otherwise defined herein as a Dwelling Unit, even if the structure is designed, constructed or utilized for dwelling or residential purposes associated or in conjunction with the Agricultural uses of the Property;

(2) Reasonable Means of Access serving the Structures set forth above in III.E and other permitted uses; provided, however, that reasonable Means of Access to a Structure or use permitted by Art. III.C (3) and/or Art. III.E (1) and (2) is subject to Grantees' approval in accordance with the provisions of Article V below; and

(3) Fencing, fences, and gates, which may be constructed, maintained, improved, removed, or replaced to mark boundaries, to secure the Property, or as needed in carrying out activities permitted by this Conservation Easement.

The total Impervious Surface on the Property shall never exceed  $4/10^{\text{th}}$  of 1 percent (.4%) of the Property, or 3.656 acres. "Impervious Surface" means any surface composed of man-made materials that significantly impedes or prevents natural infiltration of water into the soil, such as rooftops, concrete, and asphalt.

F. Utilities. Grantor may repair and replace existing Utilities (as defined below) and may install new Utilities as set forth herein. Utilities must be sized and designed to serve the Property and shall not be installed for the purpose of facilitating development, use, or activities on an adjacent or other property. "Utilities" includes, but is not limited to, satellite dishes, electric power lines and facilities, sanitary and storm sewers, septic systems, cisterns, wells, water storage and delivery systems, telephone and communication systems and renewable energy systems (including but not limited to solar energy devices on a Structure; geothermal heating and cooling systems, also known as ground source heat pump; wind energy devices; systems based on the use of Agricultural byproducts and waste products from the Property to the extent not prohibited by governmental regulations; and other renewable energy systems that are not prohibited by governmental regulations), but does not include cellular communication structures and systems. To the extent allowed by law, any net excess generation produced by such renewable energy installation(s) may be credited to the Grantor's utility bill or sold to the utility and shall not constitute Commercial activity.

G. Access Across the Property. No right-of-way for utilities or roadways shall be granted across the Property in conjunction with any industrial, commercial, or residential use or

development of an adjacent or other property not protected by this Conservation Easement without the prior written approval of Grantees, as per Article V.

H. Subdivision. The division, partition or subdivision ("Division") of the Property, including the lease of any portion less than one hundred percent (100%) of the Property for a term in excess of twenty (20) years, into more than the one ( 1) parcel of land that constitutes the Property, for any purpose, is prohibited. The Property may not be consolidated into a larger parcel, and the boundary lines of the Property may not be adjusted.

I. Buffer Requirements. A one-hundred (100) foot vegetative buffer strip along each side of all perennial streams is required on the Property. Grantor shall maintain such buffer strip if it currently exists, or allow it to naturally revegetate or plant such buffer strip with native species. Once established, Grantor shall not disturb such buffer, except when reasonably required for: (1) erosion control; (2) Passive Recreational uses which require water access, subject to Grantees' approval, per Article V; (3) access to the water for irrigation of the Property; (4) control of non-native and invasive species or removal of dead, diseased, or infected trees as provided for in Article III.L below; (5) access to portions of the Property which are accessible only by crossing said water body; (6) livestock stream crossings in accordance with an approved Soil and Water Conservation Plan prepared by the Soil Conservation District; (7) enhancement of Wetlands (as defined below), wildlife habitat or water quality. Grantor shall not store manure or compost nor use or deposit pesticides, insecticides, herbicides or fertilizers (except for revegetation or planting of native species, or control of invasive or diseased species) within the buffer strip.

J. Wetlands. "Wetlands" means portions of the Property defined by Maryland state law or federal law as wetlands at the time of the proposed activity. Other than the creation and maintenance of man-made ponds with all necessary and appropriate permits, and the maintenance of Agricultural drainage ditches, the diking, draining, filling, dredging or removal of Wetlands is prohibited.

K. Soil Conservation and Water Quality Plan. If at any time the use of any portion of the Easement Property is converted from forestry to any other agricultural use, Grantor shall, within one (1) year of the conversion, have a Soil Conservation and Water Quality Plan (the "Soil and Water Plan") prepared and approved by the local Soil Conservation District which lists soil erosion and water quality problems on the land and shall include a schedule of implementation to address the problems identified. Revisions to the Soil and Water Plan, including the schedule of implementation, may be made by Grantor and the local Soil Conservation District as land use practices or management changes, however, Grantor shall be in full compliance with the Soil and Water Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantee on a case by case basis. Grantor shall provide a copy of the Soil and Water Plan and any revisions to the Soil and Water Plan to Grantee.

L. Forest Management.

The Grantor shall implement a Forest Stewardship Plan ("the Plan") in the Woodland Areas (as hereinafter defined), prepared by a licensed, registered forester and approved by the Maryland Department of Natural Resources, in accordance with the Management Practice Schedule of the Plan, within three (3) years of the date of this Conservation Easement, or prior to any timber harvest, whichever occurs first. Revisions to the Plan, including the schedule of implementation, may be made by Grantor and a licensed, registered forester, as land use practices or management changes, however, Grantor shall be in full compliance with the Plan within six (6) years of the date of this Conservation Easement. Exceptions may be considered by Grantees on a case by case basis. Grantor shall provide a copy of the Plan and any revisions to the Plan to Grantees.

At a minimum, the Plan shall include:

- (1) an inventory of any physical and natural features of the land (including wetlands, streams, water bodies, roads, trails, public use areas, special plant and wildlife habitats, rare or unique species and communities, and other environmentally sensitive features) including any features identified in this Conservation Easement;
- (2) a vegetation map, a soils map and a topographic map;
- (3) an access plan for the Property, including all areas to be commercially managed;
- (4) erosion control measures, specifically addressing water bodies and wetland areas; and
- (5) management strategies for sensitive habitats such as riparian areas (including the need to leave cover over streams and water bodies), endangered or threatened species habitat, steep slopes, and the features identified in the inventory described in (1) above;

"Woodland Areas" is hereby defined as land Grantees determine, in its discretion, one (1) acre in size or greater that is at least ten percent (10%) stocked with trees of any size, or that had such tree cover prior to a recent harvest and is not currently developed for a non-forest use.

In the Woodland Areas, there shall be no burning, mowing, cutting, removal, grazing, livestock access, plowing, tilling or destruction of trees, shrubs grasses or other vegetation (collectively, "Vegetation") unless: (i) Grantor and said activity are in full compliance with the Plan; (ii) said activity is in compliance with the Soil Erosion and Sediment Control Guidelines for Forest Harvest Operations in Maryland, prepared by the Maryland Department of Environment, as they may be amended from time to time (the "Guidelines"), or comparable provisions of any guidelines, regulations or other requirements which may replace the Guidelines in the future.

M. Dumping. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery, hazardous or toxic substances, dredge spoils, industrial and commercial byproducts, effluent and other materials on the Property is prohibited, whether by Grantor or third parties. Soil, rock, other earth materials, vegetative matter, or compost may not be placed except when reasonably required for: (1) Agriculture or other permitted uses on the Property; or (2) the construction

and/or maintenance of Structures, Buildings, Dwelling Units, and Means of Access permitted under this Conservation Easement. This Conservation Easement does not permit or require Grantees to become an operator or to control any use of the Property that may result in the treatment, storage, disposal, or release of hazardous materials within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

N. Excavation; Surface and Sub-surface Extraction. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, sand, surface or sub-surface water or other material substance in a manner as to affect the surface or otherwise alter the topography of the Property is prohibited, whether by Grantor or third parties, except for: (1) the purpose of combating erosion or flooding, (2) Agriculture or other permitted uses on the Property, (3) Wetlands or stream bank restoration, or (4) the construction and/or maintenance of permitted Structures and associated Utilities, Means of Access, man-made ponds and wildlife habitat. Grantor shall not sell, transfer, lease, or otherwise separate any mineral rights, currently owned or later acquired, from the surface of the Property. All manner of mining is prohibited.

O. Signage. Display of billboards, signs or advertisements is prohibited on or over the Property, except to: (1) state solely the name and/or address of the Property and/or the owners; (2) advertise the sale or lease of the Property; (3) advertise the Agricultural uses of the Property; (4) advertise the goods or services sold or produced in accordance with permitted Commercial uses of the Property; (5) commemorate the history of the Property, its recognition under local, state or federal historical registers, or its protection under this Conservation Easement or federal, state or local environmental or game laws; (6) provide directions to permitted uses and Structures on the Property; and/or (7) address hunting, fishing, or trespassing (including signs or blazes on trees, the latter of which may be unlimited in number, for the purpose of delineating Property boundaries, which Grantees encourage in order to prevent encroachments). No billboard, sign, or advertisement on or over the Property shall exceed four (4) feet by four (4) feet. Multiple signs shall be limited to a reasonable number, shall be placed at least five hundred (500) feet apart, and shall be placed in accordance with applicable local regulations, except that signs permitted under exceptions (5) and (7) may be placed the lesser of one hundred (100) feet apart or the distance required by law.

P. Reserved Rights Exercised to Minimize Damage. All rights reserved by Grantor or activities not prohibited by this Conservation Easement shall be exercised so as to prevent or to minimize damage to the Conservation Attributes identified above and water quality, air quality, land/soil stability and productivity, wildlife habitat, scenic and cultural values, and the natural topographic and open space character of the Property.

Q. Authorization. Grantor authorizes the Soil Conservation District and any other entities or government agencies to release to Grantees information contained in Grantor's Soil Conservation and Water Quality Plan, Forest Stewardship Plan, Forest Management Plan or any other information applicable to the Terms of this Conservation Easement.

#### ARTICLE IV. GRANT OF UNRESERVED PROPERTY RIGHTS

Grantor retains the right to sell, devise, transfer, lease, mortgage or otherwise encumber the Property subject to the provisions of this Conservation Easement. Grantor retains the right to sell, trade, or exchange credits allocated to Agricultural products produced on the Property. Grantor hereby grants to Grantees all rights (except as specifically reserved herein) that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished and may not be used or transferred to any other property adjacent or otherwise, and may not be used for the purpose of calculating permissible lot yield of the Property or any other property. Grantor further agrees that the Property shall not be used to provide required open space for the development or subdivision of another property, nor shall it be used in determining any other permissible residential, commercial or agricultural uses of another property.

#### ARTICLE V. GRANTEE APPROVAL PROCESS

A. This Conservation Easement provides that, in specified circumstances, before Grantor can take certain actions Grantees must first give their permission, consent or approval. These specified circumstances include, but are not limited to:

- size of a parking area and Means of Access for a small-scale seasonal or occasional outdoor Commercial use or activity accessory to Agriculture, as per Article III.E(5); and
- access across the Property for utilities or roadways serving another property, as per Article III.G.

B. Whenever the Provisions of this Conservation Easement require the permission, consent or approval of Grantees, Grantor shall submit to Grantees a written and visual description of the request for which approval is sought, accompanied by such plats, maps, drawings, photographs, written specifications, or other materials as Grantees may need to consider the request. Said materials shall be submitted prior to any start of construction and in advance of, or concurrent with, application for permits from federal, state, or local governments. Grantees shall evaluate the submission for completion and may require of Grantor additional information necessary for a complete submission. When Grantees deem the submission complete ("Request"), Grantees shall act on the Request within the timeframe provided for in Article V.C below.

In evaluating the Request, Grantees shall consider the specific Provision of this Conservation Easement requiring the approval, and said approval shall be granted or denied based on such Grantees' sole discretion as to whether the Request conforms to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement.



If Grantor, with the support of a state or local government, is seeking approval of access across the Property for utilities or roadways as referenced in Article III.G, Grantees shall consider, in addition to the Conservation Attributes listed in Article II and Exhibit B of this Conservation Easement and the Conservation Purpose of this Conservation Easement, the following:

1. Does the project serve a valid public purpose, promote the public interest, or provide a public benefit;
2. Can the project be located in an alternative site without significant expense to a public agency;
3. Has the project received the written support of a state or local government;
4. Does the project maximize the use of concealment methods, if applicable;
5. Is the location of the project acceptable to Grantees;
6. Will the project provide a private benefit to Grantor;
7. Will the party making the Request compensate Grantees for Grantees' actual administrative costs and/or attorneys' fees (including but not limited to outside counsel fees) related to its review of the Request (whether or not such Request is approved), and, if approved, inspection of installation of the project, monitoring for violations and enforcement related to the project;
8. Has the party making the Request proffered acceptable mitigation, on or off the Property, to address the adverse impacts of the project and provide a net gain in Conservation Attributes, if feasible (for example, additional plantings, the grant of additional land, or a monetary payment).

C. Grantees shall each provide to Grantor a written decision regarding the Request within ninety (90) days after receipt of the Request, unless the time for consideration is extended by mutual agreement of the parties. Failure of either Grantee to act within the time provided shall be deemed an approval by such Grantee.

D. If an expert within the Maryland Department of Natural Resources advises Grantees of an occurrence of a rare, threatened, or endangered species that was not previously recognized on the Property, and that the habitat, survivability, or fitness for such species could be enhanced by a practice or activity which would otherwise result in a violation of a Provision of this Conservation Easement, Grantees, in their sole discretion, may approve of such a practice or activity.

## ARTICLE VI. ENFORCEMENT AND REMEDIES

A. Grantees or the RLB or the OAG ("Enforcers"), and their employees and agents, shall have the right to enter the Property at reasonable times for the purpose of inspecting and surveying the Property to determine whether Grantor is complying with the Provisions of this Conservation Easement. Enforcers shall provide prior notice to Grantor at their last known

address, unless Enforcers determine that immediate entry is required to prevent, terminate, or mitigate a suspected or actual violation of this Conservation Easement which poses a serious or potentially permanent threat to Conservation Attributes, in which latter case prior reasonable notice is not required.

In the course of such inspection, Enforcers may inspect the interior of Buildings and Structures permitted by Article III.E (3) and III.E (4) for the purpose of determining compliance with this Conservation Easement. In the event that a dispute arises between Enforcers and Grantor as to whether a Building or Structure is a Dwelling Unit which would not otherwise be permitted by this Conservation Easement, such Building or Structure shall be deemed to contain a Dwelling Unit unless proven otherwise by the Grantor.

B. Upon any breach of a Provision of this Conservation Easement by Grantor, Enforcers may institute suit to enjoin any such breach or enforce any Provision by temporary, *ex parte* and/or permanent injunction, either prohibitive or mandatory, including a temporary restraining order, whether by in rem, quasi in rem or in personam jurisdiction; and require that the Property be restored promptly to the condition required by this Conservation Easement at the expense of Grantor. Before instituting such suit, Enforcers shall give notice to Grantor and provide a reasonable time for cure; provided, however, that Enforcers need not provide such notice and cure period if Enforcers determine that immediate action is required to prevent, terminate or mitigate a suspected or actual breach of this Conservation Easement.

Enforcers' remedies shall be cumulative and shall be in addition to all appropriate legal proceedings and any other rights and remedies available to Enforcers at law or equity. If Grantor are found to have breached any of Grantor's obligations under this Conservation Easement, Grantor shall reimburse Enforcers for any costs or expenses incurred by Enforcers, including court costs and reasonable attorneys' fees.

C. No failure or delay on the part of Enforcers to enforce any Provision of this Conservation Easement shall discharge or invalidate such Provision or any other Provision or affect the right of Enforcers to enforce the same in the event of a subsequent breach or default.

D. Each Enforcer has independent authority to enforce the Provisions of this Conservation Easement. In the event that the Enforcers do not agree as to whether the Grantor is complying with the Provisions, each Enforcer may proceed with enforcement actions without the consent of any other Enforcer.

## ARTICLE VII. PUBLIC ACCESS

Although this Conservation Easement will benefit the public in the ways recited above, the granting of this Conservation Easement does not convey to the public the right to enter the

Property for any purpose whatsoever.

#### ARTICLE VIII. BASELINE DOCUMENTATION

The parties acknowledge that Exhibits A – E (collectively, the “Baseline Documentation”) reflect the legal description of the Property, existing uses, location, Conservation Attributes and Structures, Buildings, and Dwelling Units on the Property as of the date of this Conservation Easement. Grantor hereby certifies that the attached Exhibits are sufficient to establish the condition of the Property at the time of the granting of this Conservation Easement. All Exhibits are hereby made a part of this Conservation Easement:

A. Exhibit A: Property Boundary Survey is attached hereto and made a part hereof. Exhibit A consists of () pages.

B. Exhibit B: Conservation Attributes is attached hereto and made a part hereof. Exhibit B consists of one (1) page.

C. Exhibit C: Inventory of Existing Structures is attached hereto and made a part hereof. Exhibit C consists of one (1) page.

D. Exhibit D: Color Digital Images of the Property are not recorded herewith but are kept on file at the principal office of Worcester County Department of Environmental Programs and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. A list of the vantage points, image captions, and image numbers is recorded herewith. Exhibit D consists of () color digital images and () pages.

E. Exhibit E: Aerial Photograph of the Property is not recorded herewith but kept on file at the principal office of the Worcester County Department of Environmental Programs and is fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one (1) page.

F. Exhibit F: Tax Map Showing Approximate Location of Property is attached hereto. This is to be used only by Grantees as an aid for locating the Property. It is not a plat or legal description of the Property. Exhibit F consists of one (1) page.

#### ARTICLE IX. DUTIES AND WARRANTIES OF GRANTOR

A. Change of Ownership. In order to provide Grantees with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantees in writing of the names and addresses of any party to whom the Property, or any part thereof, is transferred in accordance with Section 10-705 of Real Property Article, Ann. Code of Maryland, or such other comparable provision as it may be amended from time to time. Grantor, their

personal representatives, heirs, successors and assigns further agree to make specific reference to this Conservation Easement in a separate paragraph of any subsequent deed or other legal instrument by which any interest in the Property is conveyed.

B. Subordination. Grantor certifies that all mortgages, deeds of trust, or other liens (collectively "Liens"), if any, affecting the Property are subordinate to, or shall at time of recordation become subordinate to, the rights of Grantees under this Conservation Easement. Grantor has provided, or shall provide, a copy of this Conservation Easement to all mortgagees of mortgages and to all beneficiaries and/or trustees of deeds of trust (collectively "Lienholders") already affecting the Property or which will affect the Property prior to the recording of this Conservation Easement, and shall also provide notice to Grantees of all such Liens. Each of the Lienholders has subordinated, or shall subordinate prior to recordation of this Conservation Easement, its Lien to this Conservation Easement either by signing a subordination instrument contained at the end of this Conservation Easement which shall become a part of this Conservation Easement and recorded with it, or by recording a separate subordination agreement pertaining to any such Lien.

C. Real Property Taxes. Except to the extent provided for by State or local law, nothing in this Conservation Easement shall relieve Grantor of the obligation to pay taxes in connection with the ownership or transfer of the Property.

D. Warranties. The grantor who signed this Conservation Easement on the date set forth above ("Original Grantor") is the sole owner(s) of the Property in fee simple and have the right and ability to convey this Conservation Easement to Grantees. The Original Grantor warrants that the Property is free and clear of all rights, restrictions, and encumbrances other than those subordinated to this Conservation Easement or otherwise specifically agreed to in writing by the Grantees. The Original Grantor warrants that they have no actual knowledge of any use or release of hazardous waste or toxic substances on the Property that is in violation of a federal, state, or local environmental law and will defend, indemnify, and hold Grantees harmless against any claims of contamination from such substances. The Original Grantor warrants that Exhibit C is an exhaustive list of all Dwelling Units on the Property.

E. Continuing Duties of Grantor. For purposes of this Conservation Easement, "Grantor" shall mean only, at any given time, the then current fee simple owner(s) of the Property and shall not include the Original Grantor or other successor owners preceding the current fee simple owner(s) of the Property, except that if any such preceding owners have violated any term of this Conservation Easement, they shall continue to be liable therefor.

#### ARTICLE X. CONDEMNATION

By acceptance of this Conservation Easement by Grantees and the Maryland Board of Public Works, the purposes of the Property as restricted for Agricultural, natural and cultural resource preservation are hereby considered to be the highest public use of the Property.

Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantees shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. In the event Grantees did not contribute funds to the purchase of this Conservation Easement, then the Rural Legacy Board shall be entitled to the aforementioned proceeds. Any costs of a judicial proceeding allocated by a court to Grantor and Grantees shall be allocated in the same manner as the proceeds are allocated.

#### ARTICLE XI. MISCELLANEOUS

A. Assignment. Each Grantee may assign, upon prior written notice to Grantor, its rights under this Conservation Easement to any "qualified organization" within the meaning of Section 170(h)(3) of the IRC or the comparable provision in any subsequent revision of the IRC and only with assurances that the Conservation Purpose will be maintained. If any such assignee shall be dissolved or shall abandon this Conservation Easement or the rights and duties of enforcement herein set forth, or if proceedings are instituted for condemnation of this Conservation Easement, this Conservation Easement and rights of enforcement shall revert to the assigning Grantee. If said assigning Grantee shall be dissolved and if the terms of the dissolution fail to provide a successor, and if there are no other Grantees in place, then Grantor shall institute in a court of competent jurisdiction a proceeding to appoint an appropriate successor as Grantee. Any such successor shall be a "qualified organization" within the meaning of Section 170(h)(3) of the Internal Revenue Code ("IRC") or the comparable provision in any subsequent revision of the IRC. No assignment may be made by any Grantee of its rights under this Conservation Easement unless Grantee, as a condition of such assignment, requires the assignee to carry out the Conservation Purpose.

B. Amendment. Grantor and Grantees recognize that circumstances could arise that justify an amendment of certain of the Provisions contained in this Conservation Easement. To this end, and subject to approval by the Rural Legacy Board, Grantor and Grantees have the right to agree to amendments to this Conservation Easement; provided, however, that:

(1) The amendment must be approved in writing by the Rural Legacy Board, and such approval shall accompany or be attached to the recorded amendment.

(2) No amendment shall be allowed if it would create an impermissible private inurement or private benefit;

(3) Proposed amendments will not be approved unless, in the opinion of each Grantee, the requested amendment satisfies the more stringent of the following: (A) (i) the

amendment either enhances or has no adverse effect on the Conservation Purpose protected by this Conservation Easement and (ii) the amendment upholds the intent of the original Grantor and the fiduciary obligation of the Grantees to protect the Property for the benefit of the public in perpetuity; or (B) the amendment complies with such Grantees' amendment policy at the time that the amendment is requested.

(4) The amendment must be in conformity with all of each Grantees' policies in effect at the time of the amendment;

(5) The amendment is subject to and dependent upon approval of the Maryland Board of Public Works; and

(6) The amendment must be recorded among the Land Records in the county or counties where this Conservation Easement is recorded.

Grantor and Grantees may agree to an amendment in lieu of engaging in full condemnation proceedings; provided that Grantees determine that the exercise of condemnation would be lawful, the best interest of all parties would be better served by negotiating a settlement with the condemning authority, and the Grantees receive and use compensation as set forth in Art. X. above. In such event, an amendment shall only be required to satisfy Art. XI.B(5) and (6).

C. Compliance with Other Laws. The Provisions of this Conservation Easement do not replace, abrogate or otherwise set aside any local, state or federal laws, requirements or restrictions imposing limitations on the use of the Property.

In the event that any applicable state or federal law imposes affirmative obligations on owners of land which if complied with by Grantor would be a violation of a Provision of this Conservation Easement, Grantor shall: (i) if said law requires a specific act without any discretion on the part of Grantor, comply with said law and give Grantees written notice of Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor begins to comply; or (ii) if said law leaves to Grantor's discretion how to comply with said law, use the method most protective of the Conservation Attributes of the Property listed herein and in Exhibit B and give Grantees written notice of Grantor's compliance as soon as reasonably possible, but in no event more than thirty (30) days from the time Grantor begin to comply.

D. Construction. This Conservation Easement shall be construed to promote the purposes of the statutes creating and governing the Rural Legacy Program, the purposes of Section 2-118 of Real Property Article, Ann. Code of Maryland, and the Conservation Purpose, including such purposes as are defined in Section 170(h)(4)(A) of the IRC. This Conservation Easement shall be interpreted under the laws of the State of Maryland, resolving any ambiguities and questions of the validity of specific provisions in a manner consistent with the Conservation



Purpose.

E. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to this Conservation Easement. If any Provision is found to be invalid, the remainder of the Provisions of this Conservation Easement, and the application of such Provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

F. Joint and Several. If Grantor at any time own the Property in joint tenancy, tenancy by the entireties or tenancy in common, all such tenants shall be jointly and severally liable for all obligations set forth in this Conservation Easement.

G. Recordation. Grantees shall record this instrument in a timely fashion among the Land Records of Worcester County, Maryland, and may re-record it at any time as may be required to preserve their rights under this Conservation Easement.

H. Notice to Grantees. Any notices by Grantor to Grantees pursuant to any Provision hereof shall be sent by registered or certified mail, return receipt requested, addressed to:

County Commissioners of Worcester County, Maryland  
Worcester County Government Center, Room 1103  
1 West Market Street  
Snow Hill, MD 21863

or to such other addresses as Grantees may establish in writing on notification to Grantor, or to such other address as Grantor knows to be the actual location(s) of Grantees.

I. Counterpart Signatures. The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

J. Captions. The captions in this Conservation Easement have been inserted solely for convenience of reference and are not a part of this instrument. Accordingly, the captions shall have no effect upon the construction or interpretation of the Provisions of this Conservation Easement.

TO HAVE AND TO HOLD unto County Commissioners of Worcester County, their successors and assigns, forever. The covenants agreed to and the terms, conditions, and restrictions imposed as aforesaid shall be binding upon Grantor, their survivors, agents, personal

representatives, heirs, assigns and all other successors to them in interest, and shall continue as a servitude running in perpetuity with the Property.

AND Grantor covenants that they have not done or suffered to be done any act, matter or thing whatsoever, to encumber the interest in the Property hereby conveyed; that they will warrant specially the Property granted and that they will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantor and Grantees have hereunto set their hands and seals the day and year above written.

GRANTOR:

E.S. ADKINS CO.

\_\_\_\_\_  
Paul Adkins, President

STATE OF MARYLAND, \_\_\_\_\_ of \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the subscriber, a Notary Public of the State aforesaid, personally appeared Paul Adkins, known to me (or satisfactorily proven) to be a Grantor of the foregoing Deed of Conservation Easement and acknowledged that he/she/it executed the same for the purposes therein contained and in my presence signed and sealed the same.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

ACCEPTED BY GRANTEES:

County Commissioners of Worcester County, Maryland

By: \_\_\_\_\_ (SEAL)  
Diana Purnell, President

COUNTY ATTY:

I hereby certify this deed was prepared by or under the supervision of \_\_\_\_\_, an attorney admitted to practice by the Court of Appeals of

Maryland.

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Exhibit A  
Boundary Description and Property Reference  
Page 1 of 2

To Be Completed.

Exhibit A

Boundary Description and Property Reference

Page 1 of 2



Exhibit B: Summary of Conservation Values

Deed of Conservation Easement

Clarke

Page One of One

1. The Property is within the Dividing Creek Rural Legacy Area.
2. The Property is of priority for acquisition of a conservation easement by the Rural Legacy Program because of its agricultural and natural resource and water quality protection values.
3. The wetlands and woodland provide water quality benefits and habitat in the Pocumoke River watershed.
4. The impervious surface limitations protect water quality as well as scenic benefit of the property.
5. This Conservation Easement is consistent with the 2006 Worcester County Comprehensive Plan and the 2012 Worcester County Land Preservation and Recreation Plan.

Exhibit C

Inventory of Existing Structures

Page 1 of 1

No structures

1. Exhibit D

Color Digital Images

Page 1 of 1

These images are kept on file at the principal office of the Worcester County Department of Development Review and Permitting and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit D consists of 10 color images and 2 pages.

<b>Index Number</b>	<b>Image Taken From</b>	<b>Image Description</b>
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Exhibit E

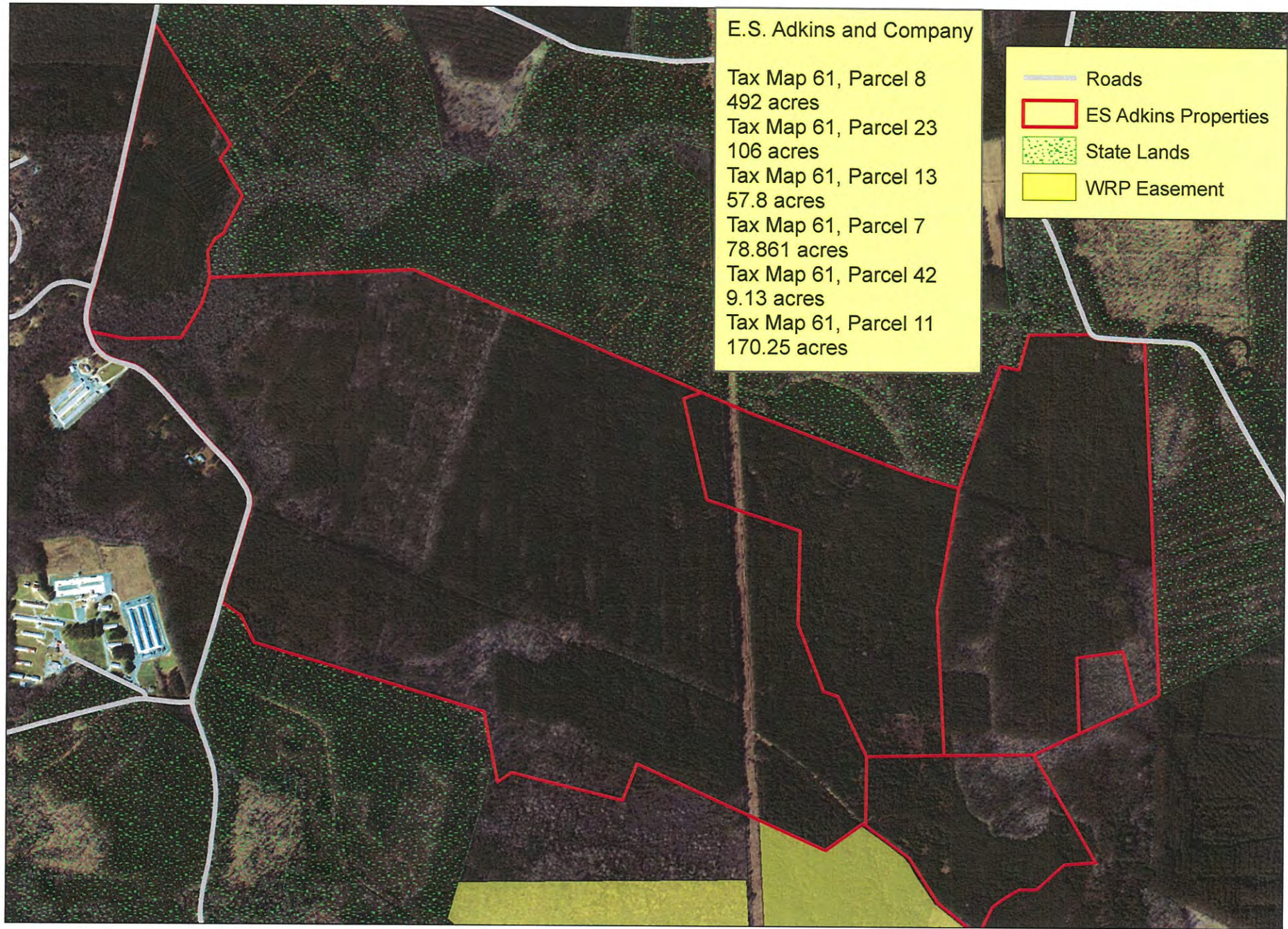
Aerial/Satellite Image

Page 1 of 1

This image is kept on file at the principal office of the Worcester County Department of Development Review and Permitting and are fully and completely incorporated into this Conservation Easement as though attached hereto and made a part hereof. Exhibit E consists of one page.

Exhibit F  
Tax Map Showing Approximate Location of Property





43 Aerial Image: 2016

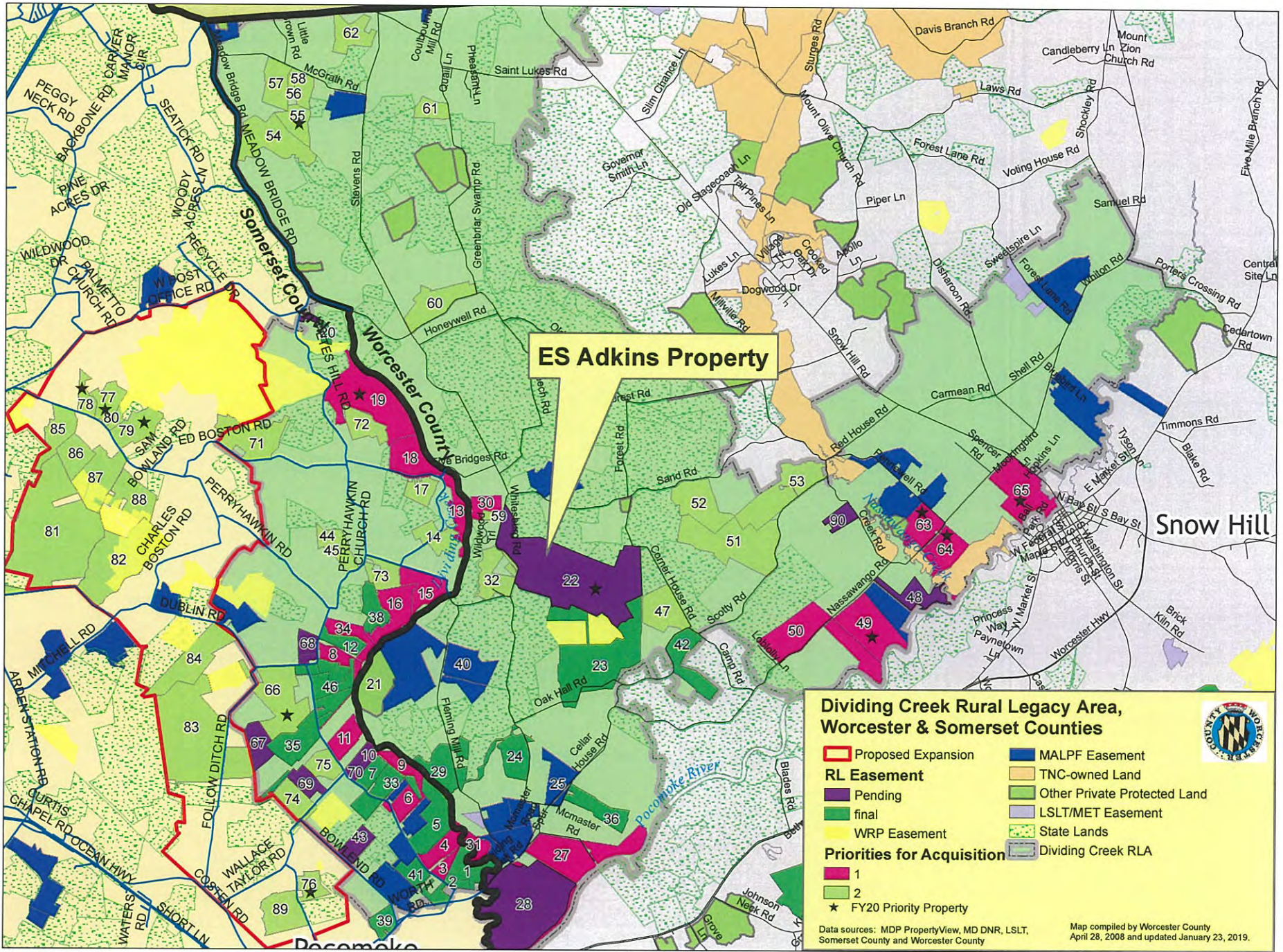
October 29, 2018

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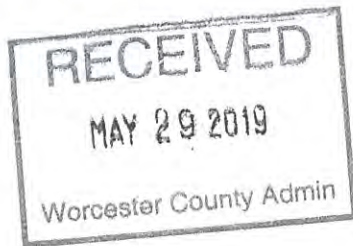
44



2 1 0 2 Miles








**Worcester County**  
Department of Environmental Programs

6  
See also Resolution  
for revised review  
fee schedule - p. 15

Memorandum

**To:** Harold L. Higgins, Chief Administrative Officer  
**From:** Robert J. Mitchell, LEHS   
Director, Environmental Programs  
**Subject:** Stormwater Management Review Contract  
**Date:** May 29, 2019

It is time to renew the Stormwater Management Review Contract between the Worcester County Commissioners and Shockley Environmental Services (Mr. Bobby Shockley) as the current contract will expire at the end of the fiscal year in June. As you and the Commissioners are aware, Mr. Shockley has performed these services under contract for the County for quite some time now and on behalf of the Worcester County Soil Conservation District for many years before that.

Mr. Shockley's knowledge, expertise and assistance, I believe, has been a keystone in the County's Stormwater Management Program and the excellent reviews of that program we have received from the State. As the enclosed memo from David Bradford asserts, Mr. Shockley provides services for residential, commercial, agricultural and industrial projects. A recommendation to once again renew Mr. Shockley's contract is enthusiastically endorsed by both myself and Mr. David Bradford. I have attached a copy of the edited current agreement as Mr. Shannahan has the electronic copy for editing. The only changes to the contract agreement would be the contract expiration date and some small adjustments to the fee schedule, listed as Attachment A in the contract.

The contract is exactly the same agreement the County has signed in years past. It would be our respectful recommendation that the County Commissioners consider approving this contract for another two-year term.

I am available to answer any questions you and the County Commissioners may have on this matter.

Enclosures

cc: David Bradford/Dep. Director, DEP

**Citizens and Government Working Together**



DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
CRITICAL AREA PROGRAMS  
FOREST CONSERVATION

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
COMMUNITY HYGIENE  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

### MEMORANDUM

DATE: May 22, 2019  
TO: Robert J. Mitchell, Director  
FROM: David M. Bradford Jr., Deputy Director *DMB*  
SUBJECT: Stormwater Management Review Contract Renewal

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The time has come to renew the two year contract between the Worcester County Commissioners and Shockley Environmental Services for Stormwater Management Review services that is scheduled to expire on June 30, 2019. Shockley Environmental Services provides Stormwater Management plan reviews for numerous types of projects throughout the County including but not limited to residential, commercial, agricultural, and industrial. Mr. Shockley has provided these contracted services for the County for many years and prior to that conducted these services for the Worcester Soil Conservation District. He provides an exemplary service to the residents of the County and is the foundation of our successful Stormwater Management Program.

It would be our recommendation to renew Mr. Shockley's two year contract again this year which will run until June 30, 2021. There are some minor adjustments to the review fees that will be outlined within the enclosed fee schedule. An explanation of these adjustments will be provided on that document.

If you have any further questions please let me know.

Enclosures: Existing Stormwater Management Plan Review Fee Schedule with proposed modifications (1 page)





DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
CRITICAL AREA PROGRAMS  
FOREST CONSERVATION

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
COMMUNITY HYGIENE  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

# STORMWATER MANAGEMENT PLAN REVIEW

## FEE SCHEDULE

### (1) Single Family Dwellings:

A. \$3.00 per 1,000 square feet of disturbance, with a minimum fee as follows:

- ~~1. \$75.00 for lots within subdivisions having an approved stormwater management plan for the subdivisions in its entirety; or~~
- ~~2. \$125.00 for lots not located with subdivisions having an approved stormwater management plan for the subdivision in its entirety.~~
1. \$150.00 for all single family dwellings.

*Rationale: Stormwater management review time on single family dwellings located within subdivisions with approved stormwater management plans is equal to the time required to review single family dwellings located within subdivisions that do not have approved stormwater plans. Have one fee for all single family dwellings will avoid confusion and streamline the review fee process.*

B. Revisions to approved plans: \$75.00

### (2) Agricultural Structures and Uses:

- A. \$2.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of \$300.00.
- B. Revisions to approved plans \$150.00 base fee, plus \$50.00 per hour beyond the first hour of review.

### (3) Multi-Family, Commercial, Industrial and Institutional Structures and Uses:

- A. \$3.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of ~~\$500.00~~ \$600.00.

*Rationale: Stormwater management review time on smaller projects (4 acres and less) typically take as long as larger projects (8 acres or more). Due to the limited land area of smaller sites, more complex BMP's and additional review time is required to ensure that applicable treatment levels are met and conveyance systems are designed properly to avoid potential drainage issues.*

B. Revisions to approved plans: \$175.00 base fee, plus \$50.00 per hour beyond the first hour of review.

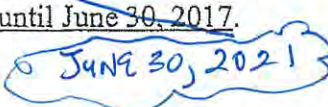
(4) Waivers: ~~\$100.00~~ \$150.00 flat fee.

*Rationale: Increasingly complex projects require additional review time in order to accurately process and determine the suitability of waiver requests.*

County Commissioners of Worcester County, Maryland  
**INDEPENDENT CONTRACTOR'S AGREEMENT**  
(For Contracts Under \$250,000.00)

**DRAFT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**, of Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, hereinafter called "County" and Shockley Environmental Services, of 6820 Shockley Road, Snow Hill, Maryland 21863 hereinafter called "Contractor".

1. **Services.** The County hereby contracts with Contractor to perform the following services (sometimes herein called "services" or "work") as an Independent Contractor for the County: Review and recommend approval, denial or revision of Stormwater Management Plans and applications for exceptions and waivers as assigned by County pursuant to all applicable laws and regulations.
2. **Terms of Agreement.** This Agreement shall commence upon signing. Contractor services shall be provided continuously until June 30, 2017.  
JUNE 30, 2021
3. **Payment.** Contractor shall be paid once each month, at the end of each month, 95% (ninety-five percent) of the Stormwater Management fees charged by County in accordance with the Fee Schedule (attached hereto as Attachment A) and which have been received for that month.
4. **County Projects.** Contractor agrees to provide plan review services for County Government Projects for a fee which does not exceed 50% (fifty percent) of the fees established in the Fee Schedule (see Attachment A) by County.
5. **Performance by Contractor.** Contractor shall expeditiously proceed with Contractor's services hereunder and shall devote such time as may be necessary to complete them within



the time provided. Contractor shall perform this contract promptly, properly, completely, in accordance with all codes, in a workmanlike manner and in accordance with industry standards and all plans and specifications. Contractor pledges any and all payments paid or due hereunder for the faithful performance hereof.

6. **County will Provide:** County will provide the following services, materials, space or support: office space, supplies and materials necessary for services.

7. **Terminations**

- 7.1 **Termination for Cause.** County may terminate this Agreement for any cause upon notice to Contractor. For the purposes hereof, "Cause" shall include, but not be limited to:

- A. Material breach of Contract
- B. Dishonesty, Fraud or Criminal Activity
- C. Incapability to perform
- D. Nonperformance
- E. Substandard performance or failing to make satisfactory progress in the prosecution of the contract
- F. Termination of any grant to the County which provides funding for this Contract.

In the event of termination, Contractor shall be entitled to be paid for work performed to date of termination, subject to the limitations herein set forth.

- 7.2 **Termination for Convenience.** The County may terminate the contract, in whole or in part, without cause, by providing written notice thereof to the Contractor. In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. The Contractor will not be reimbursed for any anticipatory profits,

which have not been earned up to the date of termination. Payments to be provided on a lump sum basis shall be prorated by the County based on the services rendered or goods delivered up to the date of termination set forth in the written notice.

8. **Contract Official.** Contractor shall report directly to, and receive instructions as necessary from Robert J. Mitchell, Director, Department of Environmental Programs (phone 410-632-1220) who shall be the County Contract Official. Final decisions with respect to the Contract on behalf of the County will be made by the Worcester County Commissioners.
9. **Confidential Information - Reports.** Contractor agrees that information received by Contractor during the administration of the Contract may be considered confidential and upon notice agrees to keep such information confidential. Any report by Contractor shall be the sole and exclusive property of the County and may not be released to any other person or entity without the express written permission of the County.
10. **Employment of Others - Subcontractors.** Any Subcontractors of the Contractor shall be first approved in writing by the County prior to engagement. County may, from time to time, provide other employees to assist Contractor with performance of Contractor services or to perform related services required of Contractor hereunder. This Contract is not assignable or transferrable and will be performed personally by Contractor as set forth in Contractor's proposal.
11. **Inducement.** Contractor has represented to County that Contractor is fully qualified to perform the services hereunder in a professional, state of the art manner to the highest standards within the parameters of this Contract and specifically that the services required of Contractor hereunder may be accomplished under this Contract for the compensation stated herein. Nothing herein shall require County to pay any overage or additional payment; the Contract price herein stated being firm. Any limitation on County's liability hereunder, shall not be a limitation on services required of the Contractor.

12. **Independent Contractor.** The parties hereto do hereby agree that Contractor is an independent contractor in its performance of its obligations hereunder. Accordingly, Contractor shall be responsible for the payment of all taxes including, without limitation, Federal, State and Local taxes, State Income Tax, Social Security Tax, Unemployment Insurance Tax and all other taxes or business license fees as required arising out of Contractor's performance hereof. Contractor specifically agrees that to the extent required by law, Contractor shall carry Workers' Compensation Insurance in statutory required amounts and Liability Insurance unless waived in writing by County and agrees to provide County with copies of policies as requested. The Contractor agrees to indemnify and hold harmless County with respect to all the Contractor's activities hereunder including, without limitation, claims for negligence or malfeasance against Contractor and as well as Workers' Compensation claims. If this contract is for professional services, contractor shall provide a minimum of \$1,000,000.00 (one million and 00/100 dollars) Errors and Omissions Insurance. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.
13. **Illegality of Performance.** If for any reason this Agreement or its execution by County Commissioners is determined to be illegal, ultra-vires or not in accordance with the law by County Commissioners, then County Commissioners may in their sole discretion and in good faith, declare it null and void.
14. **Immunity/Limitation on Actions Against County Commissioners.** Nothing herein or any related agreement or any amendment hereto shall under any circumstances constitute or be construed as a waiver of immunities or limitations of liability that the County Commissioners, their officers, employees, agents, or servants, may have in by virtue of and in accordance with any law, including sovereign, statutory, qualified, official, common law, public general law or public local law immunity. No action may be brought with respect hereto other than in the appropriate State Court in Worcester County, Maryland. Contractor hereby consents and agrees to such provision and further waives any right to jury trial in any

action relating hereto. County Commissioners, as a body politic, has become a party hereto only in the capacity stated herein. No individual elected County Commissioner, contractor, employee, agent, or servant of County shall have any personal liability hereunder. Any indemnity herein or arising out of this Agreement, on the part of the County Commissioners, shall be only to the extent permitted by law and shall be subject to the non-waiver of immunity, limitations of liability and all other provisions of this Agreement. County Commissioners' liability under or arising out of this agreement shall be subject to annual budget appropriation and strictly conditioned thereon. The non-waiver and the limitation of liability to County Commissioners hereunder shall be contractual and it is agreed that such limitation is fair and equitable under the totality of the circumstances hereof. It is further agreed and understood that this provision is of the essence.

15. **Hold Harmless - Indemnification.** The Contractor shall defend, indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorney's fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any act or omission committed by Contractor in the performance of the duties imposed by and performed under the terms of the contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
16. **Insurance.** Contractor shall also provide Motor Vehicle Insurance and General Liability Insurance in amounts and with companies satisfactory to County. At the option of the County, the Contractor may be required to add the County as an additional insured to any insurance that is required hereunder.
17. **Bonds.** Contractor shall provide such bonds as required by the bid specifications. Contractor hereby binds Contractor to pay and satisfy to the extent legally required all suppliers, subcontractors or others having any right to a claim or action under the Maryland Little Miller Act and hereby pledges any amounts paid or due hereunder as payment security

to provide for such payments or satisfactions. Contractor shall provide all lien releases required by County. Where lien releases satisfactory to County are not provided, County may withhold payment to Contractor to the extent determined by County to be reasonably necessary to adequately provide for such claim or action.

18. **Delays and Extensions of Time.** The Contractor agrees to prosecute the work continuously and diligently and no changes or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the County may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the Contractor as determined by the County.
19. **Accounting System and Audit, Accurate Information.** The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The



contractor must include the preceding language of this paragraph in all first-tier subcontracts.

20. **Inspections.** The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).
21. **Applicable Laws.** This contract must be construed in accordance with the laws and regulations of Maryland and Worcester County. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, exclusive venue and jurisdiction must be in the Circuit Court for Worcester County, Maryland or in the District Court of Maryland for Worcester County.
22. **Equal Opportunity Employer.** The Contractor represents to County that Contractor is an Equal Opportunity Employer.
23. **Notice of Political Contributions.** The Contractor shall comply with the political contribution reporting requirements under Title 14 of the Election Law Article, Maryland Annotated Code, to which the contractor may be subject.
24. **Notices.** All notices and communications hereunder shall be in writing and shall be deemed given when sent postage prepaid by registered or certified mail, return receipt requested, and, if intended for the County Commissioners, shall be addressed to it, to the attention of its President, at Room 1103, Government Center, One West Market Street, Snow Hill, Maryland 21863-1195, or at such other address of which the County provided, and if intended for the Contractor, shall be addressed to its attention at 6820 Shockley Road, Snow Hill, Maryland 21863, or at such other address of which the Contractor shall have given

notice to the County in the manner herein provided.

25. Additional Attachments/Addendums (if any). See Fee Schedule (Attachment A)

26. Entire Agreement. There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

If there are any conflicts between the terms and conditions of this Independent Contractor's Agreement and the terms and conditions of any attachments or addendums hereto, then the terms and conditions of this Independent Contractor's Agreement shall prevail and be binding on the parties.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Kelly Shannahan  
Assistant Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Harold L. Higgins  
Chief Administrative Officer

ATTEST:

SHOCKLEY ENVIRONMENTAL SERVICES

\_\_\_\_\_  
(Printed name) - \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Robert E. Shockley

H:\1-wpdocs\BIDS\Contracts\Stormwater Management Review Agent 2016 - Shockley.wpd



ATTACHMENT A

DEPARTMENT OF  
ENVIRONMENTAL PROGRAMS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1306  
SNOW HILL, MARYLAND 21863  
TEL: 410.632.1220 / FAX: 410.632.2012

LAND PRESERVATION PROGRAMS  
STORMWATER MANAGEMENT  
SEDIMENT AND EROSION CONTROL  
SHORELINE CONSTRUCTION  
CRITICAL AREA PROGRAMS  
FOREST CONSERVATION

WELL & SEPTIC  
WATER & SEWER PLANNING  
PLUMBING & GAS  
COMMUNITY HYGIENE  
AGRICULTURAL PRESERVATION  
ADVISORY BOARD

# STORMWATER MANAGEMENT PLAN REVIEW

## FEE SCHEDULE

### (1) Single Family Dwellings:

A. \$3.00 per 1,000 square feet of disturbance, with a minimum fee as follows:

- ~~1. \$75.00 for lots within subdivisions having an approved stormwater management plan for the subdivisions in its entirety; or~~
- ~~2. \$125.00 for lots not located with subdivisions having an approved stormwater management plan for the subdivision in its entirety.~~
1. \$150.00 for all single family dwellings.

*Rationale: Stormwater management review time on single family dwellings located within subdivisions with approved stormwater management plans is equal to the time required to review single family dwellings located within subdivisions that do not have approved stormwater plans. Have one fee for all single family dwellings will avoid confusion and streamline the review fee process.*

B. Revisions to approved plans: \$75.00

### (2) Agricultural Structures and Uses:

- A. \$2.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of \$300.00.
- B. Revisions to approved plans \$150.00 base fee, plus \$50.00 per hour beyond the first hour of review.

### (3) Multi-Family, Commercial, Industrial and Institutional Structures and Uses:

- A. \$3.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of ~~\$500.00~~ \$600.00.

*Rationale: Stormwater management review time on smaller projects (4 acres and less) typically take as long as larger projects (8 acres or more). Due to the limited land area of smaller sites, more complex BMP's and additional review time is required to ensure that applicable treatment levels are met and conveyance systems are designed properly to avoid potential drainage issues.*

B. Revisions to approved plans: \$175.00 base fee, plus \$50.00 per hour beyond the first hour of review.

(4) Waivers: ~~\$100.00~~ \$150.00 flat fee.

*Rationale: Increasingly complex projects require additional review time in order to accurately process and determine the suitability of waiver requests.*

**DRAFT**

**RESOLUTION AMENDING FEES FOR  
STORMWATER MANAGEMENT PLAN REVIEW**

WHEREAS, Section 4-204 of the Environment Article of the Annotated Code of Maryland, as from time to time amended, provides that the County shall establish a procedure for the review and approval of stormwater management plans and may adopt a system of charges to fund the implementation of stormwater management programs; and


WHEREAS, Maryland Legislature passed the "Stormwater Management Act of 2007" which became effective on October 1, 2007 and revised the stormwater management regulations, extending said regulations to agricultural structures and uses, as well as other revisions which local jurisdictions were required to enforce on May 4, 2010 and which were adopted and incorporated in the Code of Public Local Laws of Worcester County, Maryland by the passage of Bill 10-2 (Natural Resources - Stormwater Management); and

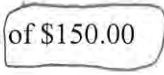
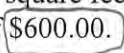
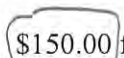
WHEREAS, the County Commissioners previously established fees for stormwater management plan review by Resolution No. 04-1, adopted on January 6, 2004, and amended by Resolution No. 05-27, adopted on July 5, 2005, by Resolution No. 10-20, adopted on June 1, 2010, by Resolution No. 12-24, adopted on October 2, 2012, and again by Resolution No. 16-13, adopted on June 7, 2016; and

WHEREAS, the County Commissioners have determined it necessary to revise said fees for stormwater management plan review.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that the schedule of fees for review and approval of stormwater management plans shall be as follows:

**Stormwater Management Plan Review Fees**

 = proposed revisions

- (1) Single-Family Dwellings:
  - A. \$3.00 per 1,000 square feet of disturbance, with a minimum fee of  \$150.00
  - B. Revisions to approved plans: \$75.00.
- (2) Agricultural Structures and Uses:
  - A. \$2.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of \$300.00.
  - B. Revisions to approved plans: \$150.00 base fee, plus \$50.00 per hour beyond the first hour of review.
- (3) Multi-Family, Commercial, Industrial and Institutional Structures and Uses:
  - A. \$3.00 per 1,000 square feet of disturbance/stormwater design area, with a minimum fee of  \$600.00.
  - B. Revisions to approved plans: \$175.00 base fee, plus \$50.00 per hour beyond the first hour of review.
- (4) Waivers:  \$150.00 flat fee.

DRAFT

AND, BE IT FURTHER RESOLVED that this Resolution shall take effect on July 1, 2019.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

\_\_\_\_\_  
Diana Purnell, President

\_\_\_\_\_  
Joseph M. Mitrecic, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
Madison J. Bunting, Jr.

\_\_\_\_\_  
James C. Church

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joshua C. Nordstrom





7

**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

**JOHN H. TUSTIN, P.E.**  
DIRECTOR

**JOHN S. ROSS, P.E.**  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

**MEMORANDUM**

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director of Public Works  
**DATE:** May 28, 2019  
**SUBJECT:** Crabs to Go Sewer Service

**DIVISIONS**

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

.....

In order to eliminate the septic system from the Crabs to Go facility at the intersection of Routes 50 and 589, the owners have agreed to purchase EDUs from the Ocean Pines Sanitary Service Area and construct the infrastructure needed to convey the wastewater to the service area.

By check dated May 23, 2019, Crabs to Go Inc. and Grays Corner LLC paid the County \$121,380 for the purchase of 10 Ocean Pines EDUs and for the associated Future Capital charges.

Attached is the "Deed of Assignment of Sewer Service" form that was previously used to formally assign the EDUs to that property. This form should be approved by the County Commissioners, signed by President Purnell and recorded in the land records to document the sale. The document has been reviewed and approved by the County Attorney.

If you have any questions, please do not hesitate to contact me.

Attachment

cc: Jessica R. Wilson, CPA, Enterprise Fund Controller  
John S. Ross, P.E. Deputy Director

## DEED OF ASSIGNMENT OF WASTEWATER ALLOCATION

THIS DEED OF ASSIGNMENT OF WASTEWATER ALLOCATION is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND ("County") in their capacity as the governing body of the Ocean Pines Sanitary Service Area ("OPSSA") hereinafter called "County" to COX 122 Raceway, LLC ("Assignee") and Grays Corner, LLC ("Assignee"), both collectively the "Assignees".

WHEREAS, Cox 122 Raceway, LLC and Grays Corner, LLC recorded a Deed of Easement and an Agreement with Ocean Enterprise 589, LLC, both dated March 27, 2019, for a perpetual utility easement to the Ocean Enterprise 589, LLC property for access to the force main connection to the OPSSA collection system; and

WHEREAS, County in its capacity as the owner of the OPSSA controls the allocation of unassigned equivalent dwelling units ("EDU") for water and wastewater in the OPSSA; and

WHEREAS, Assignees have requested to purchase ten (10) sewer EDUs at this time to connect their five properties located at 11247 Ocean Gateway, 11243 Grays Corner Road, 11305 Grays Corner Road and Grays Corner Roads, Berlin, Maryland 21811 and Grays Corner Road ("Properties"), and

WHEREAS, County has agreed to allocate and assign the aforesaid requested EDUs to Assignees, on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, the aforesaid EDUs are to be assigned to and become appurtenant to the Properties owned by Cox 122 Raceway, LLC and Grays Corner, LLC located on the northerly and southerly sides of Grays Corner Road and shown on Worcester County Tax Map 21, as Parcels 170, 153, 154, 155, 156, containing in aggregate approximately 3.18 acres, also known as the location of the business "Crabs-To-Go".

NOW, THEREFORE, that for and in consideration of the sum of \$121,380 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows::

1. County agrees to assign to Assignees and Assignees agree to accept from County, the assignment of a sewer allocation from the OPSSA in the amount of ten (10)

sewer EDUs to Assignees' Properties and as an appurtenance to the Properties as follows:

Tax ID	Tax Map	Parcel	EDUs	Owner
03-011208	21	170	6	Cox 122 Raceway, LLC
03-012107	21	156	1	Grays Corner, LLC
03-012093	21	155	1	Grays Corner, LLC
03-012077	21	154	1	Grays Corner, LLC
03-012085	21	153	1	Grays Corner, LLC

2. The purchase price of said EDUs is \$11,625 per EDU plus future capital improvement charge of \$513 per EDU for a total of 10 EDUs at \$121,380.
3. Assignees have applied to County for a plumbing permit and paid the required connection fees associated with the permit and to include all charges to purchase the aforesaid EDUs.
4. Cox 122 Raceway, LLC's and Grays Corner, LLC's use of this sewer allocation shall be subject to all usual and customary charges and fees for such sewer service.
5. This sewer allocation shall be an appurtenance to the Properties and shall not be severable therefrom.
6. This Deed of Assignment shall bind to inure to the benefit of the parties, hereto, their successors and assigns.
7. This Deed of Assignment and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Maryland.

IN WITNESS THEREOF, the County has caused this Deed of Assignment to be executed by its proper officer on the date first written above.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

By: \_\_\_\_\_  
Diana Purnell  
President

ATTEST:

\_\_\_\_\_

ASSIGNEE

COX 122 RACEWAY, LLC

By: \_\_\_\_\_  
Authorized Member

ATTEST:

\_\_\_\_\_

GRAYS CORNER, LLC

By: \_\_\_\_\_  
Authorized Member





8

**Morchester County**

**DEPARTMENT OF PUBLIC WORKS**

6113 TIMMONS ROAD

SNOW HILL, MARYLAND 21863

**JOHN H. TUSTIN, P.E.**  
DIRECTOR

**JOHN S. ROSS, P.E.**  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

## MEMORANDUM

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director  
**DATE:** May 28, 2019  
**SUBJECT:** Mystic Harbour Effluent Disposal Program  
Eagle's Landing Connection  
Change Order Number 2

### DIVISIONS

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
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**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

Attached for approval is Change Order Number 2 for the construction of the piping and controls for connection of the Mystic Harbour Wastewater Treatment Plant (MHWWTTP) effluent to the Eagle's Landing Golf Course.

This change order is for extension of the contract completion time to April 18, 2019. The delay was a result of the effluent pump skid being delivered in late December, pushing the installation into the winter months. There were also problems caused by delayed contract payments as a result of the government shutdown and changes required in the pump station controls being integrated into the SCADA panel, all outlined in the attached supporting documents.

Also attached is a letter from the Project Engineering Consultant concurring with the proposed time extension. Because the delay occurred outside of the golf course irrigation season, there were no additional costs incurred by the County as a result of this delay.

Should you have any questions, please feel free to call me.

### Attachments

cc: John S. Ross, P. E., Deputy Director  
Jessica Wilson, CPA, Enterprise Fund Controller

# Change Order

No. 2

Date of Issuance: 5/24/19

Effective Date: 11/23/18

Project: Mystic Harbor Effluent Disposal

Owner: Worcester County

Owner's Contract No.: 0085B030

Contract: Mystic Harbor Effluent Disposal

Date of Contract:

Contractor: Somerset Well Drilling Company, Inc.

Engineer's Project No.: 0085B030

## The Contract Documents are modified as follows upon execution of this Change Order:

Description:

See Below.

## Attachments (list documents supporting change):

Contractor's letter for additional contract time.

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$687,988.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

\$

Contract Price prior to this Change Order:

\$703,748.92

[Increase] [Decrease] of this Change Order:

\$0.00

Contract Price incorporating this Change Order:

\$703,748.92

### CHANGE IN CONTRACT TIMES:

Original Contract Times:

☐

Working

days

☒

Calendar days

Substantial completion (days or date): 9/3/18

Ready for final payment (days or date): 10/3/18

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): 59 Work Days

Ready for final payment (days): 59 Work Days

Contract Times prior to this Change Order:

Substantial completion (days or date): 11/23/18

Ready for final payment (days or date): 12/23/18

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 146

Ready for final payment (days or date): 146

Contract Times with all approved Change Orders:

Substantial completion (days or date): 4/18/19

Ready for final payment (days or date): 5/18/19

RECOMMENDED:

By:

Engineer (Authorized Signature)

Date:

5/24/19

Approved by Funding Agency (if applicable):

ACCEPTED:

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

5/24/2019

Date:

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 1





DAVIS  
BOWEN &  
FRIEDEL, INC.

ARCHITECTS ENGINEERS SURVEYORS

Michael R. Wigley, AIA, LEED AP  
W. Zachary Crouch, P.E.  
Michael E. Wheedleton, AIA  
Jason P. Loar, P.E.  
Ring W. Lardner, P.E.  
Jamie L. Sechler, P.E.

May 24, 2019

Worcester County DPW  
1000 Shore Lane  
Berlin, MD 21811

ATTN: Mr. John Ross, P.E.  
Deputy Director

RE: Mystic Harbor Effluent Disposal  
Worcester County, Maryland  
DBF #0085B030

Dear John:

The purpose of this correspondence is to provide Davis, Bowen & Friedel, Inc. concurrence to Somerset Well Drilling's requested time extension for Change Order #2. We understand that the Ocean City Golf Course could not accept effluent flow until the spring, therefore the additional contract time was not a burden to Worcester County regarding this Contract Extension. Davis, Bowen & Friedel, Inc. recommends that Worcester County Public Works grant Somerset Well Drilling their requested contract time days.

Sincerely,  
DAVIS, BOWEN & FRIEDEL, INC.

John McGee  
Contract Administrator

JCM  
N:\00\0085B0085B030 - Mystic Harbor\Mystic Harbor WWTP\Letters\Ross 052419.jcm.docx

**SOMERSET WELL DRILLING CO., INC.**  
INDUSTRIAL • DOMESTIC • IRRIGATION • GEOTHERMAL



30170 RITZEL ROAD • P.O. BOX 67  
WESTOVER, MARYLAND 21871-0067  
(410) 551-3721 FAX (410) 651-5255

May, 24 2014

Worcester County  
1 W. Market St.  
Snow Hill, MD 21863

Re: Contract extension For Mystic Harbor Effluent Discharge Disposal

Attn: John Ross

---

We are asking for a Change Order for a contract extension of one hundred and forty six days to the existing contract at no cost to the owners.

For the following reasons

1. Specified tri plex Gorman Rupp pumping station submittal and fabrication times exceeded a total of eight months.
2. After a delivery date of December 27 to Somerset Well Drilling Facility, Gorman Rupp notified Somerset Well drilling that pump start up would not happen until 90% of Pump cost where paid in full but were willing to wait until after Government Shut down was over.( Requires 34 Days)
3. Pump Manufacture first available pre startup date was March 27, 2019. ( Requires 90 Days)
4. Integration between Gorman Rupp Control panel and new Scada panel, differed from the approved specification approved by engineer. Requiring controls changes. And scheduling start up. (Requires 22 days)

Sincerely,

*Michael T Hall*

Michael T. Hall  
Treasurer



9

**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**  
6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

**JOHN H. TUSTIN, P.E.**  
DIRECTOR

**JOHN S. ROSS, P.E.**  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

**MEMORANDUM**

**TO:** Harold L. Higgins, Chief Administrative Officer  
**FROM:** John H. Tustin, P.E., Director *JHT*  
**DATE:** May 22, 2019  
**SUBJECT:** Quitclaim – Lindsey Lane in Bay Shore Acres

**DIVISIONS**

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185

.....  
I have had the opportunity to review the attached May 20, 2019 letter and documentation from Mark Cropper, as it relates to the proposed quitclaim by Cullen M. Burke for a lane within the Bay Shore Acres subdivision and offer the following comments.

This lane as shown in Exhibit A on the boundary survey for Lots 16 and 17, Block 3 and referenced as "Lindsey Lane (Unimproved)" within the subdivision of Bay Shore Acres is not listed within the Inventory of Public Roads of Worcester County. It is a paper street which has never been improved and there are no plans for the County to make improvements to this paper street; therefore, I would recommend that the quitclaim deed be executed when appropriate.

Should you have any questions, please do not hesitate to contact me.

Attachment

cc: Frank J. Adkins

Law Offices  
**AYRES, JENKINS, GORDY & ALMAND, P.A.**  
6200 COASTAL HIGHWAY, SUITE 200  
OCEAN CITY, MARYLAND 21842

GUY R. AYRES III  
M. DEAN JENKINS  
JAMES W. ALMAND  
WILLIAM E. ESHAM, III  
MARK SPENCER CROPPER...  
BRUCE F. BRIGHT  
HEATHER E. STANSBURY  
RYAN D. BODLEY

(410) 723-1400  
FAX (410) 723-1861

OCEAN PINES OFFICE  
11047 RACETRACK ROAD  
BERLIN, MARYLAND 21811  
(410) 641-5033  
FAX (410) 641-6926

Reply to Ocean City Office

OF COUNSEL  
HAROLD B. GORDY, JR.

May 20, 2019

Maureen Howarth, Esq.  
County Attorney  
Worcester County Government Center  
1 West Market Street, Room 1103  
Snow Hill, MD 21863-1195

RE: Quitclaim Deed for Platted But Unimproved Road

Dear Maureen:

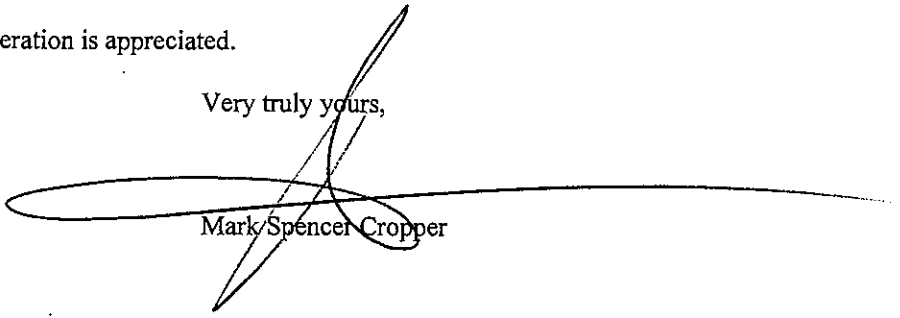
I represent Cullen M. Burke with regard to acquiring that portion of a platted but unimproved road adjoining certain land owned by him in West Ocean City, Maryland. In order to process this request and consistent with the resolution adopted by the Worcester County Commissioners on April 18, 1995, please find enclosed the following:

1. A draft Quitclaim Deed with an Exhibit A attached thereto, which is a survey prepared by Gregory P. Wilkins Surveyor, Inc., that reflects the property owned by Mr. Burke and adjoining lands, including that portion of Lindsey Lane being requested;
2. A copy of Mr. Cullen's deed of record;
3. A title certification signed by me; and
4. A letter from Frank J. Adkins certifying that Lindsey Lane is not included in the Inventory of Public Roads of Worcester County.

Should anything further be needed from me in order to process this request, please advise and it will be provided without delay.

As always, your cooperation is appreciated.

Very truly yours,

  
Mark Spencer Cropper

Enclosures

cc: Cullen Burke

MSC:slc

NO TITLE EXAMINATION REQUESTED OR PERFORMED - NO MONETARY CONSIDERATION

THIS QUITCLAIM DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **County Commissioners of Worcester County, Maryland, a body corporate and politic of the State of Maryland**, hereinafter called Grantor, and **Cullen M. Burke**, hereinafter called Grantee.

WHEREAS, Grantee is the owner of Lots 16 and 17 in Block 3 of Bay Shore Acres pursuant to Deed dated April 25, 1994 and recorded among the Land Records of Worcester County, Maryland in Liber RHO No. 2052, folio 71, et seq., and

WHEREAS, the plat of Bay Shore Acres which is recorded in Plat Book ODC No. 2, folio 77, references a 30-foot wide proposed road located adjacent to the easterly property line of the Grantee's land, and

WHEREAS, the Grantor does not intend to build a road on said property, and said road has never been accepted by Grantor as part of the County Road System, and

WHEREAS, the Grantor has agreed to convey to Grantee a portion of the 30-foot wide proposed road known as Lindsey Lane as more specifically defined on the "Boundary Survey with Location of Improvements – House No. 12926, Lots 16, 17 and the Westerly Half of Lindsey Lane, Block 3 – Bay Shore Acres" dated May 8, 2017 attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, THIS QUITCLAIM DEED, WITNESSETH, that for good consideration but no monetary consideration, the Grantor conveys to the Grantee whatever right, title and interest the Grantor may have in the property identified as a 15.00' wide section of "Lindsey Lane (Unimproved)", which comprises 2,281 square feet of land as reflected on Exhibit A attached hereto and made a part hereof.

TOGETHER with the improvements thereon and the rights, roads, ways, waters, privileges, appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the Grantee herein, his successors, personal representatives and assigns, forever in fee simple.

AS WITNESS the hand and seal of the Grantor herein the day and year first above written.

WITNESS:

County Commissioners of Worcester County,  
Maryland

\_\_\_\_\_  
Harold Higgins  
Chief Administrative Officer

By: \_\_\_\_\_ (SEAL)  
Diana Purnell  
President

STATE OF MARYLAND, COUNTY OF WORCESTER, to wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Diana Purnell, who acknowledged herself to be the President of County Commissioners of Worcester County, Maryland, and that she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

I, an Attorney-at-Law of the State of Maryland, do hereby certify that the within instrument was either prepared by me or prepared under my supervision.

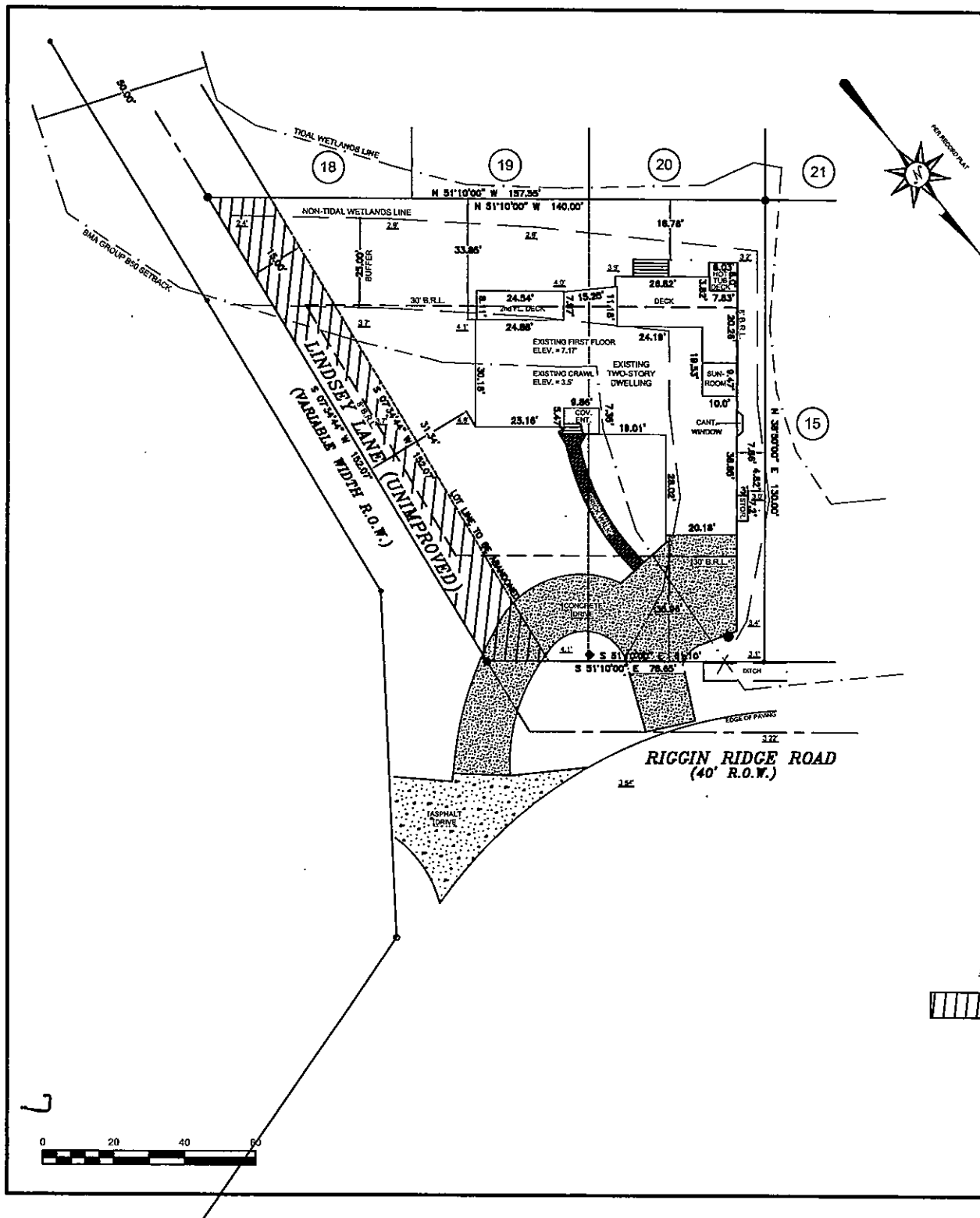
\_\_\_\_\_  
Mark Spencer Cropper

After recording please return to:  
Ayres, Jenkins, Gordy & Almand, P.A.  
6200 Coastal Highway, Suite 200  
Ocean City, MD 21842  
File No. 19-0421C



# Attachment 1.

EXHIBIT A



## BOUNDARY SURVEY WITH LOCATION OF IMPROVEMENTS

HOUSE NO. 12926  
LOTS 16,17  
AND THE WESTERLY HALF OF LINDSEY LANE  
BLOCK 3 - BAY SHORE ACRES

TENTH TAX DISTRICT  
WORCESTER COUNTY, MARYLAND  
TAX MAP 27, P/O PARCEL 570  
LOT AREA (LOTS 16 & 17) = 13,071 SQ. FT.±  
CURRENTLY ZONED R-2  
REQUIRED SETBACKS: FRONT = 30'  
SIDES = 8' EACH, REAR = 30'  
FLOOD ZONE AE; BASE FLOOD ELEVATION = 5.00' NAVD 88  
PLAT REFERENCE: O.D.C. 2/77  
DEED REFERENCE: 2052/71  
PLAT REFERENCE LINDSEY LANE: R.H.O. 152/55

### NOTE:

1. THIS LOT LIES IN THE ATLANTIC COASTAL BAYS CRITICAL AREA AND IS CLASSIFIED AS AN INTENSELY DEVELOPED AREA, (IDA), AND IS IN BUFFER MANAGEMENT AREA GROUP B50.
2. THE WETLANDS LINES AS SHOWN HEREON WERE DELINEATED BY SPENCER ROWE, INC.

## LEGEND

These standard symbols will be found in the drawing.

- FOUND IRON ROD
- IRON ROD TO BE SET
- ◆ UTILITY POST
- EXISTING WELL
- 2.2' EXISTING ELEVATION; NAVD 88



DENOTES 15' WIDE, 2,281 SQ. FT., AREA OF UNIMPROVED ROAD PLATTED AS LINDSEY LANE TO BE QUIT CLAIMED

I CERTIFY THE BOUNDARY SURVEY WITH LOCATION OF IMPROVEMENTS AS SHOWN HEREON IS A TRUE REPRESENTATION OF THE EXISTING VISIBLE IMPROVEMENTS AT THE DATE OF THIS SURVEY. NO TITLE SEARCH PROVIDED OR STIPULATED.

PROFESSIONAL CERTIFICATION  
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MARYLAND LICENSE NO. 21842, EXPIRATION DATE 07-15-2017.

REV. 04/02/17 - QUIT CLAIM AREA	
<p>GREGORY P. WILKINS SURVEYOR, INC. 12626 OLD BRIDGE ROAD OCEAN CITY, MD 21842 (410) 213-0222</p>	
SCALE: 1" = 30'	DATE: 05/08/2017
DRAWN BY: GPH	JOB NO.: 7908

# Attachment 2.

RCS:cpr OC 22052

THIS DEED, made this 25<sup>th</sup> day of April, A.D., in the year nineteen hundred and ninety-four (1994), by GREGORY S. SHOCKLEY, hereinafter referred to as Grantor; and, CULLEN M. BURKE, hereinafter referred to as Grantee, witnesseth:

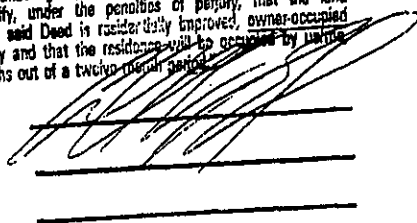
THAT FOR AND IN CONSIDERATION of the premises and the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00), the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto CULLEN M. BURKE, his successors, personal representatives and assigns, forever in fee simple, all those lots or parcels of land lying and being situate in the Tenth Election District of Worcester County, Maryland, being more particularly designated and distinguished as Lots Nos. Sixteen (16) and Seventeen (17), in Block No. Three (3), on the plat entitled "Bay Shore Acres", dated May 20, 1940, and recorded among Records of Worcester County, Maryland, in Plat Book O.D. folio 77; and being ALL AND THE SAME property that was conveyed unto the Grantor herein from Frederick Advocat, et ux., by deed dated January 28, 1993, and recorded in Liber R.H.O. No. 1947, folio 484, et seq.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the hereinbefore described property unto the said CULLEN M. BURKE, his successors, personal representatives and assigns, forever in fee simple.

AND the Grantor herein does hereby covenant that he will warrant, specially, the property hereby conveyed, and that he will execute such other and further assurances of the same as may be required.

Well, the undersigned, the Grantee(s) in the foregoing Deed, hereby certify, under the penalties of perjury, that the land conveyed in said Deed is residentially improved, owner-occupied real property and that the residence will be occupied by the Grantee(s) seven months out of a twelve-month period.



Return to: Cullen M. Burke  
PO Box 575  
Queen City, Md 21842

THE MD STATE 5.00  
FEE 1.00  
RECORD TAX 668.00  
RECORD FEE 12.00  
TO TAX STATE 80.00  
TOTAL NO. 2 4,277.56  
Res#H002 Rpt#1962  
RHS 304 R.H. 12818  
Apr 29, 1994 02:03 PM

FILED

APR 29 11 41 PM '94  
RIC

RCS:cpr OC 22052

AS WITNESS the hand and seal of the Grantor herein, all  
as of the day and year first herein written.

WITNESS: [Signature]  
AS TO G.S.S. [Signature] (SEAL)  
GREGORY S. SHOCKLEY

STATE OF MARYLAND, WORCESTER COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25 day of April, 1994,  
before me the undersigned officer a Notary Public in and for the  
State and County aforesaid, personally appeared GREGORY S.  
SHOCKLEY, and he did acknowledge the within and foregoing  
instrument to be his act and deed.

AS WITNESS my hand and official seal.

[Signature]  
Notary Public

My Commission expires: 11-1-97

I HEREBY CERTIFY, that this instrument was prepared under the  
supervision of an attorney admitted to practice law before the  
Court of Appeals for the State of Maryland.

PAID  
Water & Wastewater Services

APR 29 1994

Worcester Co. Finance Officer  
By [Signature]

[Signature]  
Raymond C. Shockley

Agricultural Transfer Tax in the  
amount of \$ 0

Gary M. Flater  
Superior BE

RECEIVED FOR TRANSFER  
State Department of  
Assessments & Taxation  
for Worcester County  
BE 42994  
Date

19 94 April 29 The foregoing Deed filed  
for record and is accordingly recorded among the land records of  
Worcester County, Md. in Liber, R.H.O. No. 2052 folios 7172

Richard H. Carter Clerk



# Attachment 3.

## CERTIFICATION

The undersigned hereby certifies to the County Commissioners of Worcester County, Maryland, the marketable fee simple title to 12926 Riggin Ridge Road, Ocean City, MD 21842, further described as Lots 16 and 17 in Block 3 of Bay Shore Acres, is, as of the date of this certification, vested in Cullen M. Burke, his successors, personal representatives and assigns, by virtue of Deed dated April 25, 1994 and recorded among the Land Records of Worcester County, Maryland in Liber RHO No. 2052, folio 71, et seq.

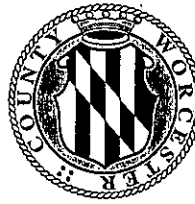
Dated: May 15, 2019

AYRES, JENKINS, GORDY & ALMAND, P.A.

By: 

Mark Spencer Cropper

# Attachment 4.



**Worcester County**  
**DEPARTMENT OF PUBLIC WORKS**

6113 TIMMONS ROAD  
SNOW HILL, MARYLAND 21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

May 16, 2019

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

Lynn Ransley  
Ayres, Jenkins, Gordy, & Almand, P.A.  
6200 Coastal Highway, Suite 200  
Ocean City, MD 21842

TEL: 410-632-5623  
FAX: 410-632-1753

RE: Lindsey Lane – Bay Shore Acres

**DIVISIONS**

Dear Ms. Ransley:

**MAINTENANCE**  
TEL: 410-632-3766  
FAX: 410-632-1753

This letter is in response to your email of May 16, 2019 regarding the status of the road indicated as "Lindsey Lane" as shown on the boundary survey for Block 3 located within Bay Shore Acres in Worcester County.

**ROADS**  
TEL: 410-632-2244  
FAX: 410-632-0020

This lane in Bay Shore Acres is not listed within the Inventory of Public Roads of Worcester County. It is a paper street which has never been improved.

**SOLID WASTE**  
TEL: 410-632-3177  
FAX: 410-632-3000

Should you have any questions or concerns regarding this issue, please feel free to call me directly at (410) 632-2244.

**FLEET  
MANAGEMENT**  
TEL: 410-632-5675  
FAX: 410-632-1753

Sincerely,

Frank J. Adkins  
Roads Superintendent

cc: John H. Tustin, P.E., Director of Public Works

FJA/ll  
\\wfile2\users\llawrence\Letters\Ransley.Lindsey Lane.doc

**WATER AND  
WASTEWATER**  
TEL: 410-641-5251  
FAX: 410-641-5185



10

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

May 30, 2019

TO: Worcester County Commissioners  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KS*  
SUBJECT: Proposed Traffic Controls at Golf Course Road and Old Bridge Road Intersection in West Ocean City

At the request of Commissioner Church, our office recently coordinated a staff review of the intersection of Golf Course Road and Old Bridge Road in West Ocean City following an accident which occurred on the afternoon of Friday, May 24 prior to the Memorial Day weekend. Following staff investigations of the current conditions at this intersection, we met on May 30, 2019 to discuss the situation and develop our recommendations. Just prior to our meeting, we also received the attached email and photographs from Emily Tunis which was useful for our discussion. *p. 5*

As a result of the staff investigation, it appears that there is a tree on the property at 12806 Old Bridge Road which exceeds the maximum height limitation of 42-inches within the "Clear Sight Triangle" as defined in the County Zoning Ordinance and regulated in Sections ZS 1-305(f) and ZS 1-322(b)(6). Zoning Inspector Lisa Wilkens has contacted the property owner and they have agreed to immediately remove the noncompliant tree which should improve sight distance at this intersection. In addition, Roads Superintendent Frank Adkins has agreed to install "Look Again" signs immediately below the stop signs on both sides of Old Bridge Road at Golf Course Road. Frank will also be conducting a speed study to determine if drivers on Golf Course Road are obeying the 30 miles per hour (mph) speed limit. *p. 2-4*

While we hope that the above actions will help to improve safety at this intersection, given the pending development on Golf Course Road and increased level of traffic, staff recommends the installation of 4-way stop signs at this intersection. We are therefore requesting your approval to move forward with the installation of 4-way stop signs at the intersection of Golf Course Road and Old Bridge Road in West Ocean City.

We look forward to discussing this matter with you at your meeting on June 4, 2019. In the meantime, if you should have any questions or concerns, please feel free to contact me.

cc: Harold L. Higgins, Chief Administrative Officer  
Maureen Howarth, County Attorney  
John Tustin, Director of Public Works (DPW)  
Frank Adkins, Roads Superintendent, DPW  
Ed Tudor, Director of Development Review & Permitting (DRP)  
Lisa Wilkens, Zoning Inspector, DRP  
Sheriff Matthew Crisafulli

**CAFETERIA** — A dining facility characterized by the customer passing through a serving line whereby food is selected and taken to a table or off-site for consumption; may also include dining halls or canteens.

**CAMPGROUNDS** — See § ZS 1-318 hereof.

**CANDELA** — The Standard International base unit of luminous intensity or the power emitted by a light source in a particular direction weighted by the standardized sensitivity of the human eye.

**CERTIFICATE OF OCCUPANCY OR USE** — A written statement issued by the Department authorizing the occupancy or use of lands, buildings, structures or combinations thereof consistent with the terms of this Title. The certificate of occupancy or use shall also be construed to mean a zoning certificate and shall serve as such. See § ZS 1-115 hereof.

**CHURCH, TEMPLE or MOSQUE** — A building used for religious services or worship by a group of people.

**CLEAR SIGHT TRIANGLE** — A triangular shaped area of land at the intersection of roads, or a road and a driveway, within which nothing may be erected, planted, placed, or allowed to grow in such a manner which will obstruct the vision of motorists entering or leaving the intersection. The triangular area shall be that area bounded by the road right-of-way lines of two or more roads or by the road right-of-way line and the edge of any driveway surface and a straight line joining points on said right-of-way or driveway lines thirty feet from the intersection. Nothing shall exceed forty-two inches in height (at maturity if plant materials) above the established street grade where erected, planted, or placed within this clear sight triangle.

**CLUSTERED HOUSING** — See § ZS 1-307 hereof.

**COCKTAIL LOUNGE** — A room or other portion of a restaurant which serves alcoholic beverages and is accessory to the principal use as a restaurant.

**COFFEE SHOP** — An establishment having as its principal business the preparation and sale of nonalcoholic beverages and limited amounts of food. In a coffee shop the principal method of operation is not characterized by customers being provided with an individual menu and being served their food and drink by a restaurant employee at the same table or counter at which said items are consumed but is instead characterized by a posted menu and customers placing and receiving their order at a counter, for off-premises consumption or consumption at a table on-premises. In establishments where internet service is provided by means of hardwired terminals, a maximum of six computer terminals for customer use are permitted. A coffee shop is allowed in all zoning districts which permit a restaurant.

**COMMERCIAL** — Any activity conducted with the intent of realizing a profit from the sale of goods or services to others. Agricultural and home occupations, as defined herein, shall not be considered commercial enterprises.

**COMMUNITY SPACE** — An area devoted to the public as an amenity. The space can include covered areas, drinking fountains, sitting benches, water features, plazas,



shall be measured from the proposed right-of-way as specified in the MD Route 589 Transportation Corridor Plan and on the associated maps adopted by the County Commissioners in accordance with the provisions of § ZS 1-118(b)(11) hereof. No structure, well, or wastewater system shall be located within the proposed right-of-way.

- (4) For any lot located within the geographical parameters of the Northern U.S. Route 113 Transportation Corridor and Access Control Area, all yard setbacks shall be measured from the proposed right-of-way as specified in the Transportation Corridor and Access Control Plan for U.S. Route 113 - Northern Segment and on the associated maps adopted by the County Commissioners in accordance with the provisions of § ZS 1-118(b)(11) hereof. No structure, well, or wastewater system shall be located within the proposed right-of-way.
- (5) For any lot located within the geographical parameters of the Central U.S. Route 113 Transportation Corridor and Access Control Area, all yard setbacks shall be measured from the proposed right-of-way as specified in the Transportation Corridor and Access Control Plan for U.S. Route 113 - Central Segment and on the associated maps adopted by the County Commissioners in accordance with the provisions of § ZS 1-118(b)(11) hereof. No structure, well, or wastewater system shall be located within the proposed right-of-way.
- (c) Determination of rear yard setback line. The rear yard setback line shall be a line parallel to the rear lot line, intercepting opposite side lot lines, no point of which lies closer to the rear lot line than the required minimum rear yard setback.
- (d) Determination of side yard setback line. The side yard setback line shall be a line parallel to the side lot line from which it sets back, no point of which lies closer to such side lot line than the required minimum side yard setback. Any yard that is not a front or rear yard shall be a side yard, and side yard setbacks shall apply.
- (e) Determination of setback lines other than front, side and rear yard. Setbacks or buffer strips required by this Title, other than front, side and rear yard setbacks, shall be measured as the shortest distance between the point or line measured from any point on the use or structure subject to such setback requirement.
- (f) Traffic visibility on corner lots. In any district, on any corner lot, no structure, fence, planting, parking space, vehicle or other visual obstruction above forty-two inches in height from the established street grade that would interfere with traffic visibility across the corner shall be erected, permitted, planted or maintained within thirty feet of the intersection of the road right-of-way lines.
- (g) Measurement of lot width. Lot width shall be measured along the front yard setback line.
- (h) Requirement for and use of required yard setbacks. Unless otherwise indicated, all lots shall have front, side and rear yards.
- (1) No principal building or structure or part thereof and, when specified, no principal use of land shall occupy any required yard or other setback, except:

- (b) General standards. The following standards shall apply to all forms of development which are subject to this section.

- (1) All development plans shall first identify key environmental features and then design the development plan in such a manner as to protect and avoid disturbance of these resources. Special consideration shall be given to wetlands, existing significant trees, forested areas, floodplains, source water and aquifer recharge protection areas, areas of critical habitat, water bodies on the state's impaired waters list or having an established total maximum daily load requirement and other important environmental features.
- (2) Wherever possible existing forested areas and natural areas should be preserved as greenways within and around developments for environmental and recreational purposes and to blend the man-made and natural environments.
- (3) Natural and landscaped areas on the site shall be coordinated and linked with natural and landscaped areas on adjacent properties.
- (4) Landscape areas shall include all areas on the site that are not covered by buildings, structures, paving or impervious surfaces.
- (5) At least seventy-five percent of the installed and replacement plant materials utilized shall be species native to Worcester County.
- (6) Landscaping shall be arranged so as not to negatively impact the sight distance at any public road intersection or access point to a public road from the site. Plantings shall not exceed forty-two inches at maturity above the established street grade where planted within thirty feet of the intersection of the road right-of-way lines or pavement, whichever is greater.
- (7) Each landscaped area must be readily accessible to a water supply. Unless xeriscaping plant material and technologies are employed, all landscaped areas shall provide an automatic irrigation systems with rain sensors. Drip irrigation systems are preferred. If an automatic system is not feasible, the Planning Commission at its discretion may approve an alternate watering system to maintain the plant material.
- (8) All plantings shall be maintained in a healthy and suitably pruned state. Any landscape element that dies or is otherwise removed shall be replaced during the next planting season with the same variety of plant or, upon the Department's approval, one of similar height and texture as that originally planted.
- (9) In phased construction, the first phase shall include the landscaping of property perimeters, entry drives, and stormwater management ponds as well as required parking lot and building landscaping.

- (c) Landscaping and landscaping plan required. Wherever in this Title landscaping or a landscaping plan is required, such plan shall be prepared by a landscape architect registered in the State of Maryland or other qualified professional as determined by the Department. Landscaping shall be installed and maintained in accordance with a landscaping plan approved by the Technical Review Committee or Planning

## Kelly Shannahan

---

To: John Tustin  
Subject: RE: Golf Course Road & Old Bridge Road Intersection

----- Original message -----

From: Emily Tunis  
Date: 5/29/19 4:29 PM (GMT-05:00)  
To: Frank Adkins, BudChurch, Robert Trautman  
Cc: George Tunis  
Subject: Golf Course Road & Old Bridge Road Intersection

Mr. Adkins, Bud, and Bob,

I thought it may be most prudent to just put everyone on the same email regarding the intersection of Golf Course Road and Old Bridge Road. I have expressed concern over the intersection of Golf Course Road & Old Bridge Rd for a few years now, and I know that this issue has made its way through the County Roads Division and over to Worcester County Sheriff's Office. I hate to be a burden or a complainer, because I know everyone on this email is extremely busy (my husband and I included).

However, the intersection of Golf Course Road and Old Bridge Road is an imminent safety threat to the West Ocean City community and its visitors. Just this past weekend there was another serious accident there. The "Skinny House" located at 12806 Old Bridge Road has overgrown bushes and a tree that have been problematic for years. This is what I filed complaints about last year with the County, and the homeowner has done nothing to remedy the issue despite nuisance complaints.

Now that it's spring/summer again, the flowers are blooming and the traffic is getting worse. There are a lot of businesses in this West OC area that bring a lot of local and tourist cars through the neighborhood. It's extremely unsafe. My family personally goes through that intersection multiple times a day, including my 22 month old in the back seat of a car. It's nearly impossible to see oncoming traffic until it's too late, and it's inexcusable that this continues to be a problem after so many years.

It's critical that this safety issue is addressed immediately. This being said, it shouldn't be too hard to fix. There are two things that can be done right away to address the problem. First, the tree and bushes need to be removed at the Skinny House property. Second, a four-way stop needs to be implemented at this intersection. (Note that a four-way stop was put in at the intersection of Golf Course Road and Sunset Avenue last year, which has significantly improved the traffic pattern and safety at that intersection right up the street.)

I have attached a document that articulates the issue and the solution. I feel it's very important that this is properly documented with the county should the safety issues continue and someone else be hurt at that intersection. God forbid it be my small child.

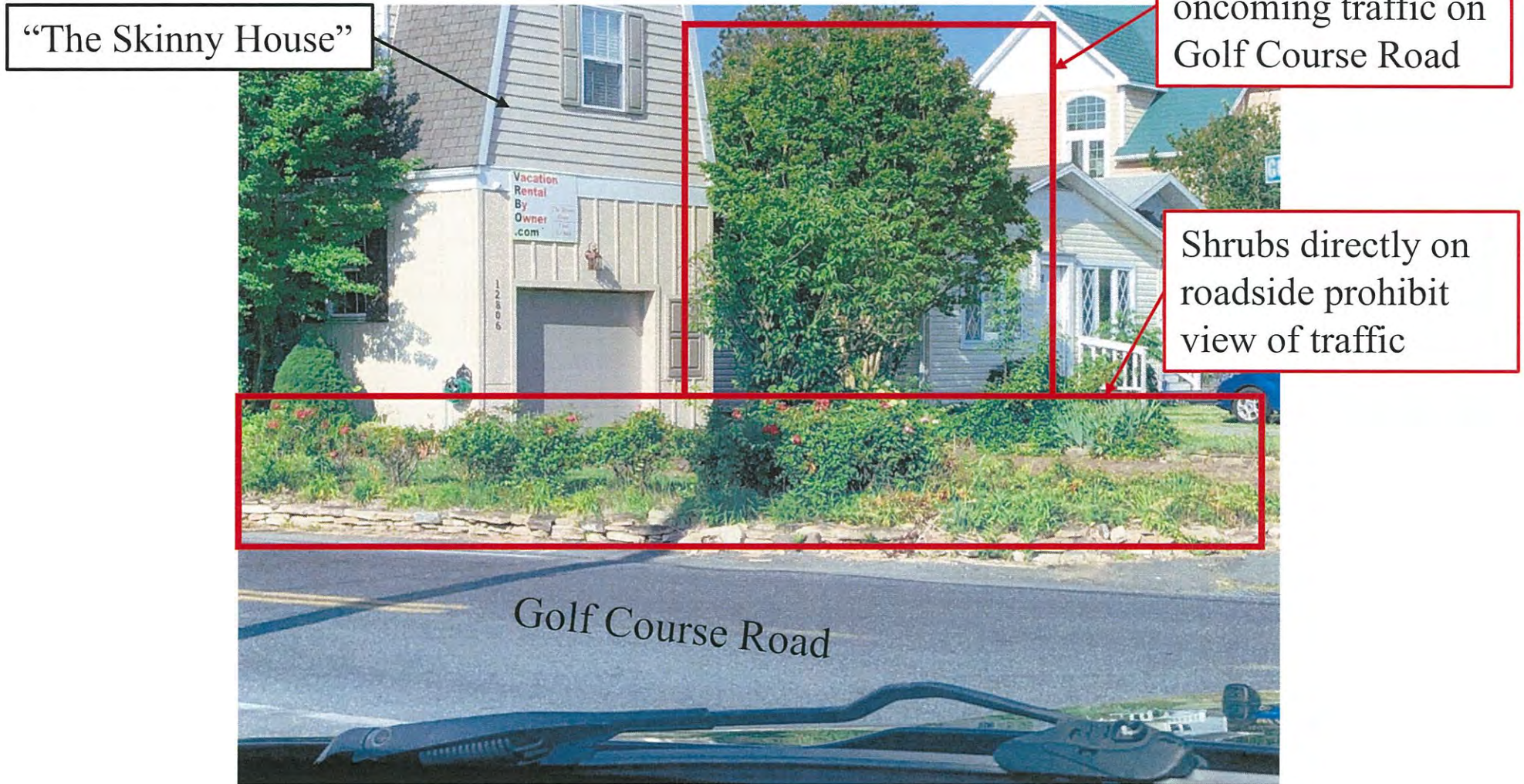
I am happy to discuss with anyone or help to be a further part of the solution if needed. My contact information is below. Can you please confirm that this is being addressed?

Thanks,  
Emily Tunis

---

Emily W. Tunis  
President & COO  
Hardwire, LLC  
Office: 410-957-3669  
Cell: 443-340-2612

# Old Bridge Road and Golf Course Road Intersection Major Safety Issue!



6 Picture is taken from the east side of the intersection with car on Old Bridge Road.



# Old Bridge Road and Golf Course Road Intersection Major Safety Issue!



Shrubs are overgrown, unkempt, and block all views of oncoming traffic. It has been this way for years and never fixed.

7 Picture is taken as car drives through the intersection (driving west on Old Bridge Road).



# Old Bridge Road and Golf Course Road Intersection

## Major Safety Issue!

Stop Sign on Old Bridge Road (driving east)

Tree blocks view of oncoming traffic on Golf Course Road

Shrubs directly on roadside prohibit view of traffic



8 Picture is taken from the west side of the intersection with car driving on Old Bridge Road.



# Old Bridge Road and Golf Course Road Intersection

## Major Safety Issue!

Stop Sign on Old Bridge Road (driving east)

View of oncoming traffic is completely blocked by road-side trees and shrubs.

Oncoming car is hidden.



Picture is taken from the west side of the intersection with car at the Stop Sign.



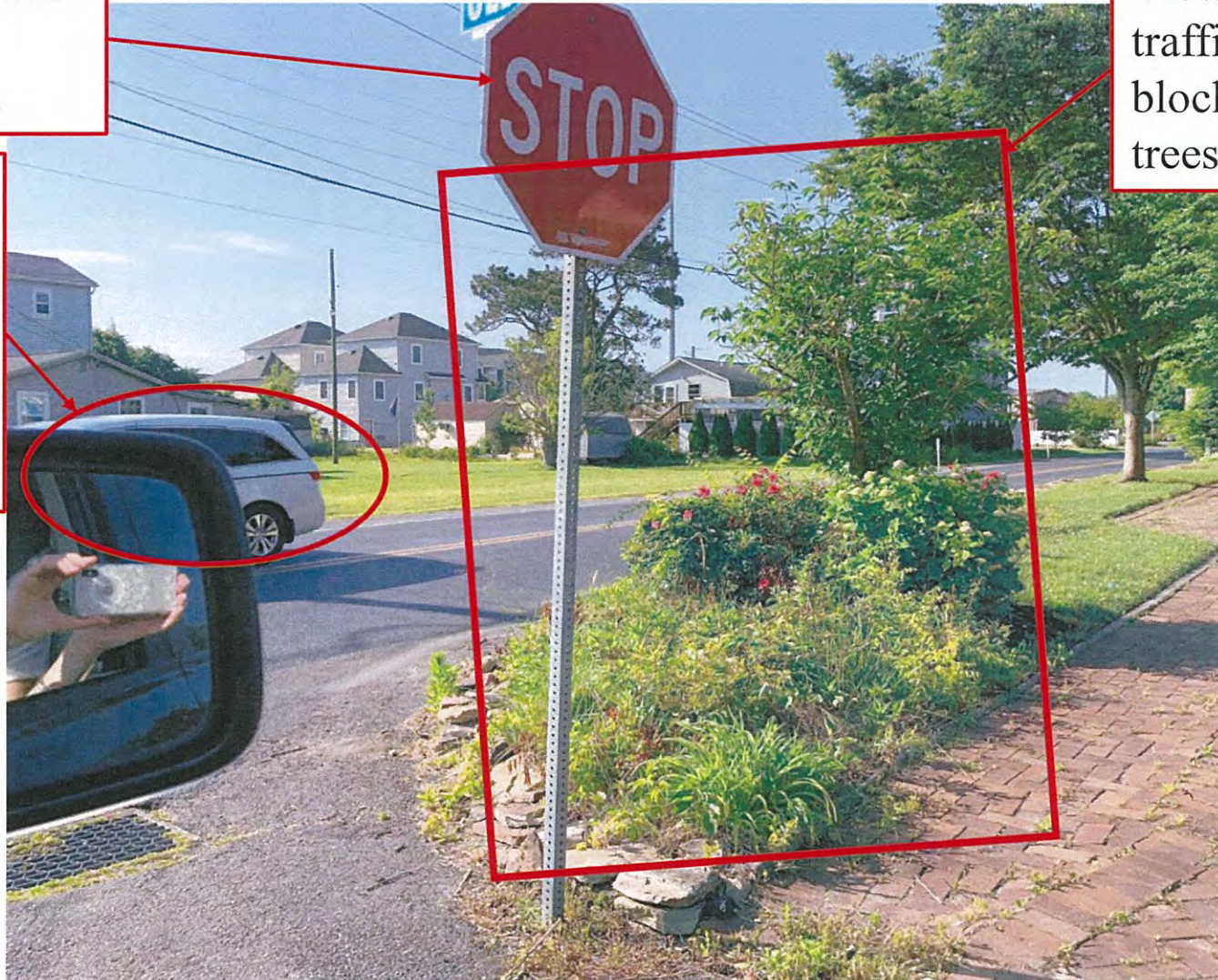
# Old Bridge Road and Golf Course Road Intersection

## Major Safety Issue!

Stop Sign on Old Bridge Road (driving east).

Previously hidden car is now visible once even with the intersection.

View of oncoming traffic is completely blocked by road-side trees and shrubs.



Picture is taken from the west side of the intersection with car still at the Stop Sign.



# Old Bridge Road and Golf Course Road Intersection Major Safety Issue!



Another major accident at that intersection occurred on Friday, May 24, 2019 (Memorial Day Weekend Friday). This was an out-of-town car with New Jersey Plates.



# Old Bridge Road and Golf Course Road Intersection Major Safety Issue!





# **Old Bridge Road and Golf Course Road Intersection Major Safety Issue!**

## **Issues:**

1. This is a major travel route for locals and out-of-town visitors. It is an extremely busy intersection, especially in the summer.
2. Travelers coming off of Route 50 to get to Stinky Beach, Sunset Grille, the Shark, Sunset Marina, Sello's, Crab Alley, the boat ramp, the Ocean City Harbor (Harborside, Mad Fish, Marlin Club, etc.), and many other businesses all go through this intersection.
3. Often drivers have been at a restaurant and may have been drinking.
4. The bushes and shrubs at "the Skinny House" completely block the Golf Course Road view where most drivers are coming from.
5. Out of town visitors are less familiar with the roads, drive too fast, and are unaware of this major safety issue.

## **Courses of Action to Fix this Major Safety Problem:**

1. Immediately cut down the tree and bushes at "the Skinny House."
2. Make this intersection a 4-way stop (similar to the intersection of Golf Course Road and Sunset Avenue.)
- 15 **3. Both 1 and 2 should be done immediately to avoid serious injury and death.**

## Kelly Shannahan

---

**From:** John Tustin  
**Sent:** Monday, June 3, 2019 9:14 AM  
**To:** Kelly Shannahan  
**Cc:** Frank Adkins; Carole E. Hankins  
**Subject:** FW: Speed Study - Golf Course Road  
**Attachments:** Xerox Scan\_06032019084942.pdf

Road is posted at 30mph

85 percentile 39 MPH meaning 85 % are traveling at 39 MPH or less

Ave mean speed 35 MPH

Tree is down visibility is much improved at the intersection

John H. Tustin P.E.  
Director, Worcester County DPW  
6113 Timmons Road  
Snow Hill, Md 21863  
Office 410-632-5623  
Fax 410-632-1753

Add to  
10

- Speed study results
- New Photos
  - tree removed
  - "Look Again" signs installed



Thursday  
May 30

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
410-632-2244

Site Code: 00000001

Station ID:

Golf Course Road (Rt 50 - Old Bridge Rd)

Golf Course Road (Rt 50 - Old Bridge Rd)

Latitude: 0' 0.0000 Undefined

North, South

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
05/30/19	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
01:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
02:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
03:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	4	2	3	24	129	191	58	8	2	0	0	0	0	0	421	40	44
13:00	7	0	3	33	146	171	58	16	0	0	0	0	0	0	434	40	44
14:00	2	0	1	44	170	174	44	5	0	0	0	0	0	0	440	39	43
15:00	0	0	2	32	177	124	27	1	0	0	0	0	0	0	363	38	41
16:00	6	2	7	41	138	101	27	4	0	0	0	0	0	0	326	39	42
17:00	4	0	3	64	110	85	13	1	0	0	0	0	0	0	280	38	40
18:00	4	0	2	46	89	51	10	2	1	0	0	0	0	0	205	38	41
19:00	2	1	5	28	55	32	11	3	1	0	0	0	0	0	138	39	43
20:00	1	0	1	11	33	22	8	0	2	0	0	0	0	0	78	39	43
21:00	1	0	1	5	14	16	4	0	0	0	0	0	0	0	41	39	42
22:00	0	0	0	4	10	3	0	0	0	0	0	0	0	0	17	35	38
23:00	1	0	0	7	13	7	1	0	0	0	0	0	0	0	29	37	39
Total	32	5	28	339	1084	977	261	40	6	0	0	0	0	0	2772		
Percent	1.2%	0.2%	1.0%	12.2%	39.1%	35.2%	9.4%	1.4%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak Vol.																	
PM Peak Vol.	13:00	12:00	16:00	17:00	15:00	12:00	12:00	13:00	12:00						14:00		
	7	2	7	64	177	191	58	16	2						440		

Friday  
May 31

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
410-632-2244

Page 2

Site Code: 00000001

Station ID:

Golf Course Road (Rt 50 - Old Bridge Rd)

Golf Course Road (Rt 50 - Old Bridge Rd)

Latitude: 0' 0.0000 Undefined

North, South

Start Time	15	16	20	25	30	35	40	45	50	55	60	65	70	75	999	Total	85th Percent	95th Percent
05/31/19	0	0	0	0	1	8	9	1	1	0	0	0	0	0	0	20	39	45
01:00	0	0	0	0	5	13	11	0	0	0	0	0	0	0	0	29	38	39
02:00	0	0	0	2	4	18	9	4	1	0	0	0	0	0	0	38	39	43
03:00	0	0	0	0	6	39	39	13	1	0	0	0	0	0	0	98	39	43
04:00	1	1	0	0	13	65	90	33	5	1	0	0	0	0	0	209	41	44
05:00	2	0	0	4	16	64	126	57	7	0	0	0	0	0	0	276	41	44
06:00	3	0	0	6	25	75	144	36	8	1	0	0	0	0	0	298	40	44
07:00	2	0	0	6	16	102	141	50	10	0	0	0	0	0	0	327	41	44
08:00	2	1	0	6	29	124	137	51	5	1	0	0	0	0	0	356	40	43
09:00	2	0	0	2	27	185	174	63	7	1	0	0	0	0	0	461	40	43
10:00	3	0	0	4	36	159	155	38	2	3	0	0	0	0	0	400	39	43
11:00	0	0	0	2	21	115	174	69	9	2	0	0	0	0	0	392	41	44
12 PM	3	4	0	5	46	162	199	62	8	1	0	0	0	0	0	490	39	43
13:00	1	0	0	2	24	168	226	65	8	2	0	0	0	0	0	496	40	43
14:00	3	0	0	2	37	186	186	64	6	0	0	0	0	0	0	484	39	43
15:00	0	0	0	5	36	153	159	55	9	0	0	0	0	0	0	417	40	43
16:00	0	1	0	5	78	186	138	35	6	0	1	0	0	0	0	450	39	42
17:00	2	0	0	15	81	145	81	23	4	0	0	0	0	0	0	351	38	42
18:00	2	0	0	9	66	157	64	9	2	0	0	0	0	0	0	309	37	39
19:00	3	1	0	3	50	122	73	16	2	0	1	0	0	0	0	271	38	41
20:00	1	2	0	6	26	98	49	8	2	0	0	0	0	0	0	192	38	40
21:00	5	1	0	1	13	35	22	6	0	0	0	0	0	0	0	83	38	41
22:00	0	1	0	0	8	31	20	3	0	0	0	0	0	0	0	63	38	39
23:00	0	0	0	0	5	16	13	3	0	0	0	0	0	0	0	37	39	41
Total	35	12	0	85	669	2426	2439	764	103	12	2	0	0	0	0	6547		
Percent	0.5%	0.2%		1.3%	10.2%	37.1%	37.3%	11.7%	1.6%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	06:00	04:00		06:00	10:00	09:00	09:00	11:00	07:00	10:00						09:00		
Vol.	3	1		6	36	185	174	69	10	3						461		
PM Peak	21:00	12:00		17:00	17:00	14:00	13:00	13:00	15:00	13:00	16:00					13:00		
Vol.	5	4		15	81	186	226	65	9	2	1					496		

Saturday  
June 1

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
410-632-2244

Page 3

Site Code: 00000001

Station ID:

Golf Course Road (Rt 50 - Old Bridge Rd)

Golf Course Road (Rt 50 - Old Bridge Rd)

Latitude: 0° 0.0000 Undefined

North, South

Start Time	15	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
06/01/19	0	0	0	7	16	24	6	2	0	0	0	0	0	0	55	39	44
01:00	0	0	4	10	23	18	12	1	0	0	0	0	0	0	68	41	43
02:00	1	0	2	9	13	19	9	0	0	0	0	0	0	0	53	40	43
03:00	2	0	4	10	35	25	13	3	2	0	0	0	0	0	94	41	45
04:00	7	0	4	11	58	42	17	4	0	0	0	0	0	0	143	39	44
05:00	1	1	0	24	101	79	44	3	0	0	0	0	0	0	253	41	43
06:00	4	0	1	21	104	108	43	7	0	1	0	0	0	0	289	40	44
07:00	1	1	3	33	127	137	48	6	0	0	0	0	0	0	356	40	43
08:00	4	1	7	54	133	171	48	3	0	0	0	0	0	0	421	39	43
09:00	1	0	5	38	136	140	52	10	0	0	0	0	0	0	382	40	44
10:00	3	0	4	37	151	147	43	9	0	0	0	0	1	0	395	39	43
11:00	1	1	4	47	128	157	50	6	0	1	0	0	0	0	395	39	43
12 PM	5	3	5	40	168	173	41	6	0	0	0	0	0	0	441	39	43
13:00	3	0	3	41	151	148	61	10	1	0	0	0	0	0	418	40	44
14:00	7	1	6	74	202	167	43	7	1	1	0	0	1	0	510	39	43
15:00	3	0	3	70	218	163	33	0	1	0	0	0	0	0	491	38	41
16:00	2	1	15	91	198	116	26	0	0	1	0	0	0	0	450	38	40
17:00	4	1	16	103	170	101	11	5	1	0	0	0	0	0	412	37	39
18:00	1	0	11	85	187	78	13	0	0	0	0	0	0	0	375	37	39
19:00	3	4	12	48	117	50	7	1	0	0	0	0	0	0	242	37	39
20:00	5	0	5	29	85	48	10	1	1	0	0	0	0	0	184	38	41
21:00	4	0	1	21	41	39	7	4	1	0	0	0	0	0	118	39	44
22:00	2	1	2	12	24	20	6	0	0	0	0	0	0	0	67	38	42
23:00	0	0	1	2	20	11	1	0	0	0	0	0	0	0	35	38	39
Total	64	15	118	917	2606	2181	644	88	8	4	0	0	2	0	6647		
Percent	1.0%	0.2%	1.8%	13.8%	39.2%	32.8%	9.7%	1.3%	0.1%	0.1%	0.0%	0.0%	0.0%	0.0%			
AM Peak	04:00	05:00	08:00	08:00	10:00	08:00	09:00	09:00	03:00	06:00			10:00		08:00		
Vol.	7	1	7	54	151	171	52	10	2	1			1		421		
PM Peak	14:00	19:00	17:00	17:00	15:00	12:00	13:00	13:00	13:00	14:00			14:00		14:00		
Vol.	7	4	16	103	218	173	61	10	1	1			1		510		

Sunday  
June 2

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
410-632-2244

Page 4

Site Code: 00000001

Station ID:

Golf Course Road (Rt 50 - Old Bridge Rd)

Golf Course Road (Rt 50 - Old Bridge Rd)

Latitude: 0' 0.0000 Undefined

North, South

Start Time	15	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	Total	85th Percent	95th Percent
06/02/19	0	0	2	7	12	10	8	0	0	0	0	0	0	0	0	0	0	0	39	41	43
01:00	0	1	0	9	17	25	12	1	0	0	0	0	0	0	0	0	0	0	65	41	44
02:00	0	0	2	2	13	16	4	0	1	0	0	0	0	0	0	0	0	0	38	39	43
03:00	0	1	2	5	25	25	10	5	1	0	0	0	0	0	0	0	0	0	74	42	47
04:00	3	0	1	8	57	45	20	6	1	1	0	0	0	0	0	0	0	0	142	41	45
05:00	1	1	0	19	78	73	27	5	1	0	0	0	0	0	0	0	0	0	205	40	44
06:00	6	0	2	15	107	139	50	3	3	0	0	0	0	0	0	0	0	0	325	40	43
07:00	2	1	4	37	98	123	41	4	0	0	0	0	0	0	0	0	0	0	310	39	43
08:00	4	0	0	33	101	156	34	5	0	0	0	0	0	0	0	0	0	0	333	39	43
09:00	3	1	5	18	112	132	37	6	3	0	0	0	0	0	0	0	0	0	317	39	44
10:00	4	3	5	24	125	110	42	9	1	0	0	0	0	0	0	0	0	0	323	40	44
11:00	5	0	6	33	116	125	42	5	0	0	1	0	0	0	0	0	0	0	333	39	43
12 PM	0	1	2	30	144	160	54	4	0	0	0	0	0	0	0	0	0	0	395	39	43
13:00	7	0	4	45	154	139	41	4	1	0	0	0	0	0	0	0	0	0	395	39	43
14:00	1	0	3	41	144	126	31	4	2	1	0	0	0	0	0	0	0	0	353	39	43
15:00	4	1	3	49	148	133	30	6	0	0	0	0	0	0	0	0	0	0	374	39	42
16:00	2	1	4	38	125	95	22	2	0	0	0	0	0	0	0	0	0	0	289	38	42
17:00	1	2	6	44	118	68	9	3	1	0	0	0	0	0	0	0	0	0	252	38	40
18:00	83	7	7	32	97	35	6	0	0	1	0	0	0	0	0	0	0	0	268	35	39
19:00	1	0	4	19	38	30	3	2	0	0	0	0	0	0	0	0	0	0	97	38	40
20:00	103	5	3	7	33	17	3	1	0	0	0	0	0	0	0	0	0	0	172	34	38
21:00	138	10	4	6	10	6	1	0	0	0	0	0	0	0	0	0	0	0	175	20	34
22:00	0	0	2	8	14	8	0	0	0	0	0	0	0	0	0	0	0	0	32	37	39
23:00	0	0	1	5	10	2	0	0	0	0	0	0	0	0	0	0	0	0	18	34	37
Total	368	35	72	534	1896	1798	527	75	15	3	1	0	0	0	0	0	0	0	5324		
Percent	6.9%	0.7%	1.4%	10.0%	35.6%	33.8%	9.9%	1.4%	0.3%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak	06:00	10:00	11:00	07:00	10:00	08:00	06:00	10:00	06:00	04:00	11:00								08:00		
Vol.	6	3	6	37	125	156	50	9	3	1	1								333		
PM Peak	21:00	21:00	18:00	15:00	13:00	12:00	12:00	15:00	14:00	14:00									12:00		
Vol.	138	10	7	49	154	160	54	6	2	1									395		

# Worcester County DPW - Roads Division

5764 Worcester Highway  
Snow Hill, MD 21863  
410-632-2244

Site Code: 00000001

Station ID:

Golf Course Road (Rt 50 - Old Bridge Rd)

Golf Course Road (Rt 50 - Old Bridge Rd)

Latitude: 0' 0.0000 Undefined

Monday  
June 3 - Am only  
and Summary

North, South

Start Time	1 15	16 20	21 25	26 30	31 35	36 40	41 45	46 50	51 55	56 60	61 65	66 70	71 75	76 999	Total	85th Percent	95th Percent
06/03/19	0	0	0	2	1	4	1	0	0	0	0	0	0	0	8	39	42
01:00	0	0	0	0	4	8	1	0	0	0	0	0	0	0	13	39	41
02:00	0	1	0	6	4	6	6	1	0	0	0	0	0	0	24	42	44
03:00	0	0	0	7	28	30	7	2	1	0	0	0	0	0	75	39	44
04:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
05:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
06:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
07:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
08:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
09:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
12 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
13:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
14:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
15:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
16:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
17:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
18:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
19:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
20:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
21:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
22:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
23:00	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	0	1	0	15	37	48	15	3	1	0	0	0	0	0	120		
Percent	0.0%	0.8%	0.0%	12.5%	30.8%	40.0%	12.5%	2.5%	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%			
AM Peak		02:00		03:00	03:00	03:00	03:00	03:00	03:00						03:00		
Vol.		1		7	28	30	7	2	1						75		
PM Peak																	
Vol.																	
Total	499	68	303	2474	8049	7443	2211	309	42	9	1	0	2	0	21410		
Percent	2.3%	0.3%	1.4%	11.6%	37.6%	34.8%	10.3%	1.4%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 29 MPH  
50th Percentile : 34 MPH  
85th Percentile : 39 MPH  
95th Percentile : 43 MPH

Stats  
10 MPH Pace Speed : 31-40 MPH  
Number in Pace : 15492  
Percent in Pace : 72.4%  
Number of Vehicles > 55 MPH : 12  
Percent of Vehicles > 55 MPH : 0.1%  
Mean Speed(Average) : 35 MPH

Summary









11

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

May 28, 2019

TO: Worcester County Commissioners  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer  
SUBJECT: Pending Board Appointments - Terms Beginning January 1, 2019

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Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (6) which have current or upcoming vacancies (9 total). They are as follows: Economic Development Advisory Board (2), Housing Review Board (1), Local Development Council For The Ocean Downs Casino (1), Property Tax Assessment Appeal Board (1), (3 nominees due to Governor), Solid Waste Advisory Committee (2), and Water and Sewer Advisory Council for the West Ocean City Service Area (1). I have circled the members whose terms have expired on each of these boards.

Please note that the Worcester County Property Tax Assessment Appeal Board still requires one nomination for the alternate position as Mr. Flater has resigned. There are three vacancies on the Economic Development Advisory Board as Greg Shockley's (Mitrecic-Ocean City) term ended in December, Tom Terry (Bertino-Ocean Pines) resigned and John Glorioso (Church-W. O.C.) has resigned. John Glorioso also served on the Housing Review Board (Church). The Solid Waste Advisory Committee has two positions available for nominations, George Dix (Elder) term ended December 2018 and James Rosenberg (Bertino) passed away in April 2019. James Rosenberg also served on the Local Development Council For The Ocean Downs Casino (Bertino) as a resident member from Ocean Pines. Finally, Andrew Del Corro no longer lives in West Ocean City and has therefore resigned from the Water and Sewer Advisory Council for the West Ocean City Service Area (Church).

Most of these Boards and Commissions specify that current members' terms expired on December 31<sup>st</sup>. Current members will continue to serve beyond their term until they are either reappointed or a replacement is named. Please consider these reappointments or new appointments during June.

## **Pending Board Appointments - By Commissioner**

### **District 1 - Nordstrom**

All District Appointments Received. Thank you!

### **District 2 - Purnell**

All District Appointments Received. Thank you!

### **District 3 - Church**

- p. 3 - Economic Development Advisory Board (John Glorioso) - 4-year
- P. 4 - Housing Review Board (John Glorioso) - 3-year
- p. 8 - Water and Sewer Advisory Council for the West Ocean City Service Area (Andrew Del Corro) - 4-year

### **District 4 - Elder**

- p. 7 - Solid Waste Advisory Committee (George Dix) - 4-year

### **District 5 - Bertino**

- p. 3 - Economic Development Advisory Board (Tom Terry) - 4-year
- p. 5 - Local Development Council For The Ocean Downs Casino (James Rosenberg) - 4-year
- p. 7 - Solid Waste Advisory Committee (James Rosenberg) -4-year

### **District 6 - Bunting**

All District Appointments Received. Thank you!

### **District 7 - Mitrecic**

- p. 3 - Economic Development Advisory Board (Greg Shockley) - 4-year

### **All Commissioners**

- p. 6 - (1) Property Tax Assessment Appeal Board (Gary M. Flater - alternate-Snow Hill has resigned)
- Must submit 3 nominees to the Governor for his consideration in making the appointment - 5-year
- Currently waiting for the Governor's approval for the nomination of Ms. Martha Bennett.

## ECONOMIC DEVELOPMENT ADVISORY BOARD

Reference: County Commissioners' Resolutions of March 1976, 4/16/85, 9/16/97, 5/4/99 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Provide the County with advice and suggestions concerning the economic development needs of the County; review applications for financing; review Comprehensive Development Plan and Zoning Maps to recommend to Planning Commission appropriate areas for industrial development; review/comment on major economic development projects.

Number/Term: 7/4-Year - Terms expire December 31st

Compensation: \$50 per meeting as expense allowance

Meetings: At least quarterly, more frequently as necessary

Special Provisions: One member nominated by each County Commissioner  
Members may be reappointed

Staff Contact: Economic Development Department - Kathryn Gordon (410-632-3112)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Term(s)</u>
Greg Shockley	D-7, Mitrecic	Ocean City	14-18
Natoshia Collick Owens	D-2, Purnell	Ocean Pines	*15, 15-19
Tom Terry	D-5, Bertino	Ocean Pines	15-19
Marc Scher	D-1, Nordstrom	Pocomoke	*19-20
John Glorioso	D-3, Church	West Ocean City	08-12-16, 16-20
Ralph Shockley	D-4, Elder	Snow Hill	*08-09-13-17, 17-21
Robert Fisher	D-6, Bunting	Snow Hill	87-92-97-01-05-09-13-17, 17-21

*resigned*

### Prior Members: Since 1972

George Gering	Mary Humphreys	Michael Avara (99-03)
Margaret Quillin	Theodore Brueckman	Annette Cropper (00-04)
Robert W. Todd	Shirley Pilchard	Billie Laws (91-08)
Charles Fulton	W. Leonard Brown	Anne Taylor (95-08)
E. Thomas Northam	Charles Nichols (92-97)	Mary Mackin (04-08)
Charles Bailey	Jeff Robbins (97-98)	Thomas W. Davis, Sr. (99-09)
Terry Blades	Colleen Smith (94-98)	Mickey Ashby (00-12)
Roy Davenport	Tommy Fitzpatrick (97-99)	Priscilla Pennington-Zytkowicz (09-14)
M. Bruce Matthews	John Rogers (92-98)	Barbara Purnell (08-15)
Barbara Tull	Jennifer Lynch (98-99)	Timothy Collins (03-15)
Tawney Krauss	Don Hastings (92-99)	Joshua Nordstrom (12-16)
Dr. Francis Ruffo	Jerry Redden (92-00)	William Sparrow (16-18)
William Smith	Keith Mason (98-00)	
Saunders Marshall	Bob Pusey (99-00)	
Elsie Marshall	Harold Scrimgeour (00-02)	
Halcolm Bailey	Scott Savage (98-03)	
Norman Cathell	Gabriel Purnell (91-03)	

\* = Appointed to fill an unexpired term

## HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory  
To decide on appeals of code official's actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code.  
Review Housing Assistance Programs.

Number/Term 7/3 year terms  
Terms expire December 31st

Compensation: \$50 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department  
Jo Ellen Bynum, Housing Program Administrator - 410-632-1200, x 1171

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
C. D. Hall	D-1, Lockfaw	Pocomoke	10-13-16, 16-19
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16, 16-19
John Glorioso	D-3, Church	Ocean Pines	*06-11-14-17, 17-20 <i>resigned</i>
Scott Tingle	D-4, Elder	Snow Hill	14-17, 17-20
Donna Dillon	D-5, Bertino	Ocean Pines	08-11-14-17, 17-20
Sharon Teagle	D-2, Purnell	Ocean Pines	00-12-15-18, 18-21
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18, 18-21

### Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)
William Lynch	Jamie Rice (03-07)
Art Rutter	Howard Martin (08)
William Buchanan	Marlene Ott (02-08)
Christina Alphonsi	Mark Frostrom, Jr. (01-10)
Elsie Purnell	Joseph McDonald (08-10)
William Freeman	Sherwood Brooks (03-12)
Jack Dill	Otho Mariner (95-13)
Elbert Davis	Becky Flater (13-14)
J. D. Quillin, III (90-96)	Ruth Waters (12-15)
Ted Ward (94-00)	
Larry Duffy (90-00)	
Patricia McMullen (00-02)	
William Merrill (90-01)	
Debbie Rogers (92-02)	
Wardie Jarvis, Jr. (96-03)	

\* = Appointed to fill an unexpired term

Updated: December 4, 2018  
Printed: May 28, 2019

4



# LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory  
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4 year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194  
Maureen Howarth, County Attorney, 410-632-1194

## Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15, 15-19
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
Mayor Charlie Dorman	Dist. 4 - Elder	Resident - Snow Hill	12-16, 16-20
Rod Murray °	Dist. 6 - Bunting	Resident - Ocean Pines	*09-12-16, 16-20
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16, 16-20
Mayor Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Jim Rosenberg °	Dist. 5 - Bertino	Resident - Ocean Pines	09-13-17, 17-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22

*Deceased*

## Prior Members:

Since 2009

J. Lowell Stoltzfus ° (09-10)	Todd Ferrante ° (09-16)
Mark Wittmyer ° (09-11)	Joe Cavilla (12-17)
John Salm ° (09-12)	James N. Mathias, Jr. ° (09-18)
Mike Pruitt ° (09-12)	Ron Taylor ° (09-14)
Norman H. Conway ° (09-14)	
Michael McDermott (10-14)	
Diana Purnell ° (09-14)	
Linda Dearing (11-15)	

\* = Appointed to fill an unexpired term/initial terms staggered  
° = Charter Member

## PROPERTY TAX ASSESSMENT APPEAL BOARD

Reference: Annotated Code of Maryland, Tax-Property Article, §TP 3-102

Appointed by: Governor (From list of 3 nominees submitted by County Commissioners)  
- Nominees must each fill out a resume to be submitted to Governor  
- Nominations to be submitted 3 months before expiration of term

Function: Regulatory  
- Decides on appeals concerning: real property values and assessments, personal property valued by the supervisors, credits for various individuals and groups as established by State law, value of agricultural easements, rejection of applications for property tax exemptions.

Number/Term: 3 regular members, 1 alternate/5-year terms  
Terms Expire June 1st

Compensation: \$15 per hour (maximum \$90 per day), plus travel expenses

Meetings: As Necessary

Special Provisions: Chairman to be designated by Governor

Staff Contact: Department of Assessments & Taxation- Janet Rogers (410-632-1196)  
Ext:112

Current Members:

Gary M. Flater (Alternate)	Snow Hill	13-18	Resigned
Arlene C. Page	Bishopville	18-23	
Steven W. Rakow	Ocean Pines	*19-23	
Martha Bennett	Berlin	19-23	

C) = Chairman

Prior Members: Since 1972

Wilford Showell	Delores W. Groves (96-99)
E. Carmel Wilson	Mary Yenney (98-03)
Daniel Trimper, III	Walter F. Powers (01-04)
William Smith	Grace C. Purnell (96-04)
William Marshall, Jr.	George H. Henderson, Jr. (97-06)
Richard G. Stone	Joseph A. Calogero (04-09)
Milton Laws	Joan Vetare (04-12)
W. Earl Timmons	Howard G. Jenkins (03-18)
Hugh Cropper	Robert D. Rose (*06-17)
Lloyd Lewis	Larry Fry (*10-14 alt)(14-18)
Ann Granados	
John Spurling	
Robert N. McIntyre	
William H. Mitchell (96-98)	

\* = Appointed to fill an unexpired term

Updated: May 21, 2019  
Printed: May 28, 2019

6

## SOLID WASTE ADVISORY COMMITTEE

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory  
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$50 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent - Mike Mitchell - (410-632-3177)  
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)  
Department of Public Works - John Tustin - (410-632-5623)

### Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14, 14-18
Mike Poole	D-6, Bunting	Bishopville	11-15, 15-19
Michael Pruitt	Town of Snow Hill		*15, 15-19
Bob Augustine	D-3, Church	Berlin	16-20
Granville Jones	D-7, Mitreccie	Berlin	*15-16, 16-20
George Tasker	Town of Pocomoke City		*15-16, 16-20
Rodney Bailey	D-2, Purnell	Berlin	*19-21
Jamey Latchum	Town of Berlin		*17, 17-21
Steve Brown	Town of Ocean City		*10-13-17, 17-21
George Linvill	D-1, Nordstrom	Pocomoke	14-18, 18-22
James Rosenberg	D-5, Bertino	Ocean Pines	*06-10-14-18, 18-22

*Deceased*

### Prior Members: (Since 1994)

Ron Cascio (94-96)	Richard Malone (94-01)	John C. Dorman (07-10)
Roger Vacovsky, Jr. (94-96)	William McDermott (98-03)	Robert Hawkins (94-11)
Lila Hackim (95-97)	Fred Joyner (99-03)	Victor Beard (97-11)
Raymond Jackson (94-97)	Hugh McFadden (98-05)	Mike Gibbons (09-14)
William Turner (94-97)	Dale Pruitt (97-05)	Hank Westfall (00-14)
Vernon "Corey" Davis, Jr. (96-98)	Frederick Stiehl (05-06)	Marion Butler, Sr. (00-14)
Robert Mangum (94-98)	Eric Mullins (03-07)	Robert Clarke (11-15)
Richard Rau (94-96)	Mayor Tom Cardinale (05-08)	Bob Donnelly (11-15)
Jim Doughty (96-99)	William Breedlove (02-09)	Howard Sribnick (10-16)
Jack Peacock (94-00)	Lester D. Shockley (03-10)	Dave Wheaton (14-16)
Hale Harrison (94-00)	Woody Shockley (01-10)	Wendell Purnell (97-18)

\* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL  
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory  
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms  
Terms Expire December 31

Compensation: Expense allowance for meeting attendance as authorized in the budget

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division  
John Ross - (410-641-5251)

**Current Members:**

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Deborah Maphis	West Ocean City	95-99-03-07-11-15, 15-19
Gail Fowler	West Ocean City	99-03-07-11-15, 15-19
Andrew Delcorro	West Ocean City	*14-16, 16-20
Todd Ferrante	West Ocean City	13-17, 17-21
Keith Swanton	West Ocean City	13-17, 17-21

*Resigned*

**Prior Members: (Since 1993)**

Eleanor Kelly<sup>c</sup> (93-96)  
John Mick<sup>c</sup> (93-95)  
Frank Gunion<sup>c</sup> (93-96)  
Carolyn Cummins (95-99)  
Roger Horth (96-04)  
Whaley Brittingham<sup>c</sup> (93-13)  
Ralph Giove<sup>c</sup> (93-14)  
Chris Smack (04-14)

\* = Appointed to fill an unexpired term  
<sup>c</sup> = Charter member

*8*

TEL: 410-632-1194  
FAX: 410-632-3131  
E-MAIL: admin@co.worcester.md.us  
WEB: www.co.worcester.md.us



12

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
MADISON J. BUNTING, JR., PRESIDENT  
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ANTHONY W. BERTINO, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
MERRILL W. LOCKFAW, JR.  
JOSEPH M. MITRECIC

OFFICE OF THE  
COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

To: Harold Higgins, Chief Administrative Officer  
From: Maureen Howarth, County Attorney  
Re: Westlaw Contract  
Date: May 9, 2019

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Our legal research database contract will expire June 30, 2019. Attached is a new three year contract for the Commissioners' review and approval. The year over year increase is 3% which is the same yearly increase in our previous three year contract. Please let me know if you have any questions.





THOMSON REUTERS™

## Order Form

Order ID: Q-00481289

Contact your representative kevin.mcgillicuddy@thomsonreuters.com with any questions.  
Thank you.

### Account Address

Account #: 1000595272  
WORCESTER COUNTY  
COMMISSIONERS  
MAUREEN HOWARTH  
1 W MARKET ST RM 1103  
SNOW HILL MD 21863-1195 US

### Shipping Address

Account #: 1000595272  
WORCESTER COUNTY  
COMMISSIONERS  
MAUREEN HOWARTH  
1 W MARKET ST RM 1103  
SNOW HILL MD 21863-1195 US

### Billing Address

Account #: 1000595272  
WORCESTER COUNTY COMMISSIONERS  
MAUREEN HOWARTH  
1 W MARKET ST RM 1103  
SNOW HILL, MD 21863-1195 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

**ProFlex Products**  
See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$228.00	36	3%

### Minimum Terms

**Online/ Practice Solution/Software/ProFlex Products :** Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

**For Window Products:** Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

### Post-Minimum Terms

**For Online/Practice Solutions/Software /ProFlex Products:** At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

**Automatic Renewal Term for Window Products.** At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

**Federal Government Subscribers Optional Minimum Term.** Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

### Miscellaneous

**Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

**Settling a Disputed Balance.** Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN

55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

**Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

**Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms.** You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

**Returns and Refunds:** You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

**Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

**Excluded Charges.** If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

**Thomson Reuters General Terms and Conditions,** apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

**Banded Product Subscriptions** You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

**Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

**Acknowledgement: Order ID: Q-00481289**

\_\_\_\_\_  
Signature of Authorized Representative for order

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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This Order Form will expire and will not be accepted after 7/8/2019.



THOMSON REUTERS™

## Attachment

Order ID: Q-00481289

Contact your representative [kevin.mcgillicuddy@thomsonreuters.com](mailto:kevin.mcgillicuddy@thomsonreuters.com) with any questions.  
Thank you.

### Payment, Shipping, and Contact Information

**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000595272

**Order Confirmation Contact (#28)**

Contact Name: MAUREEN HOWARTH

Email: [mhowarth@co.worcester.md.us](mailto:mhowarth@co.worcester.md.us)

**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000595272	WORCESTER COUNTY COMMISSIONERS	1 W MARKET ST RM 1103 SNOW HILL MD 21863-1195 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Attorneys	42077822	Maryland State Primary Core for Govt
1	Attorneys	42077755	Gvt - Analytical Plus for Government

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
MAUREEN	HOWARTH	<a href="mailto:mhowarth@co.worcester.md.us">mhowarth@co.worcester.md.us</a>	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40988680	Government Select Level 3 States (WestlawNext™)



These terms govern your use of the Thomson Reuters products and services in your order form (in any format). "We", "our" and "Thomson Reuters" means the Thomson Reuters entity identified in the order form and, where applicable, its affiliates; "you" and "your" means the client, customer or subscriber identified in the order form. Your order form identifies the products and services, the quantities, charges and other details of your order. The order form also refers to and incorporates documents which may apply to the products or services you selected. The order form, applicable incorporated documents and these terms constitute the complete agreement (the "Agreement") and supersede any prior and contemporaneous discussions, agreements or representations and warranties regarding your order. Other terms and conditions you incorporate in any purchase order or otherwise are not part of the Agreement and do not apply. If you are permitted to provide an affiliate with access to any part of the products, you will ensure that such affiliate complies with all provisions of the Agreement applicable to you as if they were its own.

## 1. OUR PRODUCTS & SERVICES

- (a) **Limited License.** Together with our licensors, we own and retain ownership of all rights of whatever nature in and to our products, services, and data (whether tangible or intangible). You may access, view, install, use, copy, modify and distribute our property only as expressly specified in the Agreement and each of us shall at all times act in accordance with applicable laws, including export controls and economic sanctions that apply to us in connection with the Agreement.
- (b) **Changes to Service.** Our products and services change from time to time, but we will not change the fundamental nature of our products.
- (c) **Passwords.** Your access to certain products and services is password protected. You are responsible for assigning the passwords and for ensuring that passwords are kept confidential. Sharing passwords is strictly prohibited. Each of us shall maintain industry standard computing environments to ensure that both your and our property is secure and inaccessible to unauthorized persons.
- (d) **Unauthorized Technology.** Unless previously authorized by Thomson Reuters, you must not (i) run or install any computer software or hardware on our products, services or network; use any technology to automatically download, mine, scrape or index our data; or (ii) automatically connect (whether through APIs or otherwise) our data to other data, software, services or networks. Neither of us will knowingly introduce any malicious software or technologies into any products, services or networks.
- (e) **Usage Information.** We may collect information related to your use of our products, services and data. We may use this information to test, develop and improve our products and services and to protect and enforce our rights under the Agreement, and we may pass this information to our third party providers for the same purposes.
- (f) **Third Party Providers.** Our products and services may include data and software from third parties. Some third party providers require Thomson Reuters to pass additional terms through to you. The third party providers change their terms occasionally and new third party providers are added from time to time. To see the current third party additional terms for our products and services click the following URL: [www.thomsonreuters.com/thirdpartyterms](http://www.thomsonreuters.com/thirdpartyterms). You agree to comply with all applicable third party terms.
- (g) **Third Party Supplemental Software.** You may be required to license third party software to operate some of our products and services. Additional terms may apply to the third party software.
- (h) **Limitations.** Unless otherwise expressly permitted in the Agreement, you may not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer our property in whole or in part, or as a component of any other product, service or material; (ii) use our property or our third party providers' property to create any derivative works or competitive products; or (iii) allow any third parties to access, use or benefit from our property in any way. Exercising legal rights that cannot be limited by agreement is not precluded. If you are in the business of providing audit, tax, accounting, or legal services to your clients, this Section 1(h) does not preclude you from using our products to benefit your clients in the ordinary course of your business.
- (i) **Services.** We will provide the services using reasonable skill and care. The professional services applicable to your order, if any, are described in the ordering document or a statement of work.
- (j) **Security.** Each of us will use and will require any third party data processors to use industry standard organizational, administrative, physical and technical safeguards to protect the other's information. Each party will inform the other in accordance with applicable law if such party becomes aware of any unauthorized third-party access to the other party's content and will use reasonable efforts to remedy identified security vulnerabilities.

## 2. INFORMATION SERVICES

- (a) **License.** In the ordinary course of your business and for your internal business purposes only you may view, use, download and print data from our information services for individual use and may on an infrequent, irregular and ad hoc basis, distribute limited extracts of our data. Neither such extracts nor downloaded, printed or stored data may reach such quantity as to have independent commercial value and using such data as a substitute for any service (or a substantial part of it)

provided by Thomson Reuters, our affiliates or our third party providers is prohibited. Thomson Reuters and the third party content provider, if applicable, must be cited and credited as the source where data is permitted to be used or distributed. Copyright notices must be retained on transmitted or printed items. Access to certain data may be restricted depending on the scope of your license.

- (b) **Further Distribution.** You may also distribute our data: (i) to authorized users; (ii) to government and regulatory authorities, if specifically requested; and (iii) to third party advisors, limited to the extent required to advise you and provided they are not competitors of Thomson Reuters. Laws applicable in your jurisdiction may allow additional uses.

## 3. INSTALLED SOFTWARE

- (a) **License.** You may install and use our software and documentation only for your own internal business purposes. Software licenses include updates (bug fixes, patches, maintenance releases), and do not include upgrades (releases or versions that include new features or additional functionality) or APIs unless expressly stated in the order form. Your order form details your permitted installations, users, locations, the specified operating environment and other permissions. You may use our software in object code only. You may make necessary copies of our software only for backup and archival purposes.
- (b) **Delivery.** We deliver our software by making it available for download. When you download our software and documentation, if any, you are accepting it for use in accordance with the Agreement.

## 4. THOMSON REUTERS HOSTED SOFTWARE

- (a) **License.** You may use our hosted software only for your own internal business purposes.
- (b) **Delivery.** We deliver our hosted software by providing you with online access to it. When you access our hosted software, you are accepting it for use in accordance with the Agreement.
- (c) **Content.** Our hosted software is designed to protect the content you upload. You grant Thomson Reuters permission to use, store and process your content in accordance with applicable law. Access and use of your content by Thomson Reuters, our employees and contractors will be directed by you and limited to the extent necessary to deliver the hosted software, including training, research assistance, technical support and other services. We may delete or disable your content if required under applicable laws and in such instances, we will use our reasonable efforts to provide notice to you. If your content is lost or damaged, we will assist you in restoring the content to the hosted software from any available backup copy.

## 5. CHARGES

- (a) **Payment and Taxes.** You must pay our charges within 30 days of the date of invoice in the currency stated on your order form. If you are a non-government subscriber and you fail to pay your invoiced charges, you are responsible for collection costs including legal fees. You must also pay applicable taxes and duties, other than taxes on our income, in addition to the price quoted unless you provide valid proof that you are exempt. Invoice disputes must be notified within 15 days of the date of the invoice.
- (b) **Changes.** Except as otherwise specifically stated in the order form, we may change the charges for our products and services with effect from the start of each renewal term by giving you at least 90 days written notice.
- (c) **Excess Use.** You must pay additional charges if you exceed the scope of use specified in your order form, based on the rates specified on the order form or our current standard pricing, whichever is greater. We may change the charges if you merge with, acquire or are acquired by another entity which results in additional access to our products, services or data.

## 6. PRIVACY

Each of us will at all times process, protect and disclose personally identifiable information received as a result of this Agreement ("PII") in accordance with applicable law. Each of us will use reasonable efforts to assist one another in relation to the investigation and remedy of any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized or unlawful destruction,

loss, alteration, disclosure or access to PII. You acknowledge and agree to the transfer and processing of PII in the geographical regions necessary for Thomson Reuters to fulfill our obligations. When applicable to your location, additional terms will apply to the Agreement, including the General Data Protection Regulation (2016/679) (GDPR) terms located at [www.tr.com/privacy-information](http://www.tr.com/privacy-information).

#### 7. CONFIDENTIALITY

Confidential information received from each other will not be disclosed to anyone else except to the extent required by law or as permitted under the Agreement. If a court or government agency orders either of us to disclose the confidential information of the other, the other will be promptly notified so that an appropriate protective order or other remedy can be obtained unless the court or government agency prohibits prior notification. This section shall survive three (3) years after the termination of the Agreement or until the information is no longer deemed confidential under applicable law, whichever occurs first.

#### 8. WARRANTIES AND DISCLAIMERS

THE WARRANTIES IN THIS SECTION ARE THE EXCLUSIVE WARRANTIES FROM US AND EXCLUDE ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS (EXPRESS OR IMPLIED), INCLUDING WARRANTIES OF PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND CURRENTNESS. IN ENTERING THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT.

(a) **EXCLUSION OF WARRANTIES.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, WE DO NOT WARRANT OR REPRESENT OR INCLUDE ANY OTHER TERM THAT THE PRODUCTS OR SERVICES WILL BE DELIVERED FREE OF ANY INACCURACIES, INTERRUPTIONS, DELAYS, OMISSIONS OR ERRORS, OR THAT ANY OF THESE WILL BE CORRECTED WE WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SUCH FAULTS. WE DO NOT WARRANT THE LIFE OF ANY URL OR THIRD PARTY WEB SERVICE.

(b) **INFORMATION.** OUR INFORMATION PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, CONDITION OR ANY OTHER TERM OF ANY KIND.

(c) **SOFTWARE.** WE WARRANT OUR SOFTWARE PRODUCTS WILL CONFORM TO OUR DOCUMENTATION FOR 90 DAYS AFTER DELIVERY. IF WE ARE UNABLE TO CORRECT A SOFTWARE ERROR YOU REPORT IN A REASONABLE PERIOD AND MANNER, YOU MAY TERMINATE THE ORDER FORM FOR THE AFFECTED SOFTWARE BY PROMPT WRITTEN NOTICE TO US FOLLOWING THE REASONABLE PERIOD. YOUR ONLY REMEDY AND OUR ENTIRE LIABILITY FOR BREACH OF THIS WARRANTY WILL BE A REFUND OF THE APPLICABLE CHARGES. THE LICENSES WILL IMMEDIATELY TERMINATE.

(d) **DISCLAIMER.** YOU ARE SOLELY RESPONSIBLE FOR THE PREPARATION, CONTENT, ACCURACY AND REVIEW OF ANY DOCUMENTS, DATA, OR OUTPUT PREPARED OR RESULTING FROM THE USE OF ANY PRODUCTS OR SERVICES AND FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE DATA CONTAINED IN OR GENERATED BY THE PRODUCTS OR SERVICES. IN NO EVENT SHALL WE OR OUR THIRD PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY.

(e) **NO ADVICE.** WE ARE NOT PROVIDING FINANCIAL, TAX AND ACCOUNTING, LEGAL AND ANY OTHER PROFESSIONAL ADVICE BY ALLOWING YOU TO ACCESS AND USE OUR PRODUCTS, SERVICES OR DATA. YOUR DECISION MADE IN RELIANCE ON THE PRODUCTS OR SERVICES OR YOUR INTERPRETATIONS OF OUR DATA ARE YOUR OWN FOR WHICH YOU HAVE FULL RESPONSIBILITY. WE ARE NOT RESPONSIBLE FOR ANY DAMAGES RESULTING FROM ANY DECISIONS BY YOU OR ANYONE ACCESSING THE SERVICES THROUGH YOU MADE IN RELIANCE ON THE SERVICES, INCLUDING LEGAL, TAX AND ACCOUNTING, COMPLIANCE, FINANCIAL AND/OR RISK MANAGEMENT DECISIONS. YOU AGREE THAT YOU USE THE SERVICES AT YOUR OWN RISK IN THESE RESPECTS.

#### 9. LIABILITY

(a) **LIMITATION.** EACH PARTY'S OR ANY OF ITS THIRD PARTY PROVIDERS' ENTIRE LIABILITY IN ANY CALENDAR YEAR FOR

DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED THE AMOUNT YOU PAID IN THE PRIOR 12 MONTHS FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM FOR DAMAGES. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) OR BUSINESS INTERRUPTION EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

(b) **Unlimited Liability.** Section 9(a) does not limit either party's liability for (i) fraud, fraudulent misrepresentation, willful misconduct, or conduct that demonstrates reckless disregard for the rights of others; (ii) negligence causing death or personal injury; or (iii) infringement of intellectual property rights. Section 9(a) does not limit your liability in relation to Section 9(d) or for claims for reimbursement arising in that section; or to pay the charges on the order form and all amounts for use of the products and services that exceed the usage permissions and restrictions granted to you.

(c) **Third Party Intellectual Property.** If a third party sues you claiming that our products, services or data, excluding any portions of the same provided by our third party providers infringes their intellectual property rights and your use of such products, services or data has been in accordance with the terms of the Agreement, we will defend you against the claim and pay damages that a court finally awards against you or that are included in a settlement approved by Thomson Reuters, provided the claim does not result from: (i) a combination of all or part of our products, services or data with technology, products, services or data not supplied by Thomson Reuters; (ii) modification of all or part of our products, services or data other than by Thomson Reuters or our subcontractors; (iii) use of a version of our products, services or data after we have notified you of a requirement to use a subsequent version; or (iv) your breach of this Agreement. Our obligation in this Section 9(c) is conditioned on you (A) promptly notifying Thomson Reuters in writing of the claim; (B) supplying information we reasonably request; and (C) allowing Thomson Reuters to control the defense and settlement.

(d) **Your Responsibilities.** You are responsible for (i) complying with this Agreement; (ii) proper use of our products and services in accordance with all usage instructions and operating specifications; (iii) adhering to the minimum recommended technical requirements; (iv) changes you make to our product, services or data; (v) your combination of our products, services or other property with any other materials; (vi) implementing and maintaining proper and adequate backup and recovery systems; (vii) installing updates; (viii) claims brought by third parties using or receiving the benefit of our products, services or data through you, except claims covered by Section 9(c); and (ix) claims resulting from your violation of law, or violation of our or any third party rights. You must reimburse us for any losses we incur with respect to your failure to comply with or otherwise in relation to these responsibilities. We will not be responsible if our product fails to perform because of your third party software, your hardware malfunction, or your actions or inaction. If we learn that our product failed because of one of these, we reserve the right to charge you for our work in investigating the failure. At your request we will assist you in resolving the failure at a fee to be agreed upon.

#### 10. TERM, TERMINATION

(a) **Term.** The term and any renewal terms for the products and services are described in your order form. If not otherwise stated in the order form, the Agreement will automatically renew annually unless either of us gives the other at least 60 days written notice before the end of the then current term.

(b) **Suspension.** We may on notice terminate, suspend or limit your use of any portion or all of our products, services or other property if (i) requested to do so by a third party provider, court or regulator; (ii) you become or are reasonably likely to become insolvent or affiliated with one of our competitors; or (iii) there has been or it is reasonably likely that there will be: a breach of security; a breach of your obligations under the Agreement or another agreement between us; a breach of our agreement with a third party provider; or a violation of third party rights or applicable laws. Our notice will specify the cause of the termination, suspension or limitation and, if the cause of the termination suspension or limitation is reasonably capable of being remedied, we will inform you of the actions you must take to reinstate the product or service. If you do not take the actions or the cause cannot be remedied within 30 days, we may suspend, limit or terminate the Agreement in whole or in part. Charges remain payable in full during periods of suspension or limitation arising from your action or inaction.

(c) **Termination.** We may, upon reasonable notice, terminate all or part of the Agreement in relation to a product or service which is being discontinued. Either of us may terminate the Agreement immediately upon written notice if the other commits a material breach and fails to cure the material breach within 30 days of being notified to do so. Any failure to fully pay any amount when due under this Agreement is a material breach for this purpose.



(d) **Effect of Termination.** Except to the extent we have agreed otherwise, upon termination, all your usage rights end immediately and each of us must uninstall or destroy all property of the other and, if requested, confirm this in writing. Termination of the Agreement will not (i) relieve you of your obligation to pay Thomson Reuters any amounts you owe up to and including the date of termination; (ii) affect other accrued rights and obligations; or (iii) terminate those parts of the Agreement that by their nature should continue.

(e) **Amendments.** We may amend these General Terms and Conditions from time to time by giving you at least 30 days prior written notice. You may request good faith negotiations regarding the amended terms and conditions. If the parties cannot reach mutual agreement on the amended terms and conditions within 30 days, you may terminate the agreement immediately upon written notice.

#### 11. FORCE MAJEURE

We are not liable for any damages or failure to perform our obligations under the Agreement because of circumstances beyond our reasonable control. If those circumstances cause material deficiencies in the products or services and continue for more than 30 days, either of us may terminate any affected product or service on notice to the other.

#### 12. THIRD PARTY RIGHTS

Our affiliates and third-party providers benefit from our rights and remedies under the Agreement. No other third parties have any rights or remedies under the Agreement.

#### 13. GENERAL

(a) **Assignment.** You may not assign, delegate or otherwise transfer the Agreement (including any of your rights or remedies) to anyone else without our prior written consent. We may assign or otherwise transfer the Agreement (including any of our rights or remedies) in whole or in part to an affiliate or any

entity that succeeds to all or substantially all of the assets or business associated with one or more products or services, and will notify you of any such assignment or transfer. We may subcontract any of the services in our sole discretion. Any assignment, delegation or other transfer in contravention of this Section 13(a) is void.

(b) **Feedback.** You grant Thomson Reuters a perpetual, irrevocable, transferable, non-exclusive right to use any comments, suggestions, ideas or recommendations you provide related to any of our products or services in any manner and for any purpose.

(c) **Agreement Compliance.** We or our professional representatives may review your compliance with the Agreement throughout the term of the Agreement. If the review reveals that you have exceeded the authorized use permitted by the Agreement, you will pay all unpaid or underpaid charges. MD

(d) **Governing Law.** If not otherwise stated in the order form, the Agreement will be governed by the laws of the State of New York and each of us hereby irrevocably submits to the exclusive jurisdiction of the federal and state courts of the State of New York located in New York County to settle all disputes or claims arising out of or in connection with the Agreement. MD

(e) **Precedence.** The descending order of precedence is: third party license terms contained in Section 1(f) of these terms; the applicable order form; and the remaining provisions of the Agreement.

(f) **Trials.** All trials of our products and services are subject to the terms of these General Terms & Conditions, unless we notify you otherwise. Access to our products and services for trials may only be used for your evaluation purposes.

(g) **Support Provided.** To assist in resolving technical problems with the Services, Thomson Reuters may provide telephone and/or online access to its helpdesk, or may provide self-help tools. Additional information related to the support provided by Thomson Reuters may be described on <http://thomsonreuters.com/support-and-training> or as otherwise provided by Thomson Reuters. WORESTEV



## Product-Specific Terms

• **Campus Research.** Access to Campus Research is strictly limited to current faculty, administration, staff and students. Incidental access by public walk-in users at your physical location is permissible. Campus Research is not available to law schools, offices of the general counsel of any college or university or any other similarly situated academic entities. Campus Research use is limited to educational, research and non-commercial purposes. You will exercise reasonable, good faith efforts to enforce these restrictions. You are required to provide your security certificate before remote access will be enabled. You are responsible for your security design, configuration and implementation to limit access to the Campus Research URL.

• **CD-ROM Libraries.** Your license to use our CD-ROM, DVD, USB and similar media (collectively "CD-ROM") libraries is restricted to a single office location. Each library license includes a proprietary control file which you may install on a single local area network (LAN). Employees working at or assigned to the licensed site may access the CD-ROM libraries by remote connection to the LAN installed at the licensed site. Access to CD-ROM libraries through wide area networks, multiple LANs, multiple sites or similar arrangements is prohibited.

You may transfer the CD-ROM library data to a single storage drive under your exclusive control and maintain the data as a database searchable with West software. West software is subscribed to and licensed separately from the CD-ROM libraries. By using the software, you agree to be bound by the software license agreement that accompanies the software.

We may terminate a CD-ROM library subscription on 30 days prior written notice if the library is no longer commercially available. Upon termination by either party, you shall immediately destroy the terminated CD-ROM libraries and destroy CD-ROM library data maintained on a permanent storage drive.

• **Contract Express (hosted and non-hosted).** Upgrades (e.g., releases or versions that include new features or additional functionality) will be included during your subscription term. However, we will provide technical support for only the most current upgrade and the immediately preceding upgrade.

Contract Express may include agreement samples and other general information. These are provided for informational purposes only and may not be suitable to your circumstances.

As between you and us, you exclusively own all rights, title and interest in your content. If the agreement expires or is terminated, we will provide access to the hosted product for 180 days so that you may remove your content. The terms and conditions of the agreement remain in effect through this 180-day post-agreement period. Your content will be retained for 180 days at no additional charge.

You are responsible for access to Contract Express, and all data uploaded to Contract Express, including, but not limited to, your customer materials and customer data, user generated content, or personally identifiable information (collectively, "Data").

When you access Contract Express, you may click on links to third-party web sites that are beyond our control. We do not endorse the content found on third-party web sites. You assume sole responsibility for your use of third-party links and materials.

If your Contract Express subscription includes either Client Access or Guest Access, you may allow third party access by your clients or authorized Guests. This is a limited, non-exclusive, non-transferrable right granted to you solely for your own internal business purposes. You are responsible for all damages, including costs, attorney's fees and expenses, related to the Guest Access and Client Access and you will fully reimburse us for any damages we incur.

### • Contract Express User Definitions:

- **External User** is not an employee or other individual providing services to you in the ordinary course of your business
- **Subscriber (Internal User)** Access is Contract Express use by your authorized employee or independent contractor acting under your direction in the ordinary course of your business
- **Client Access** is use of or access to Contract Express by your clients to generate documents using your questionnaires. Your clients can edit, comment on and review documents but cannot author questionnaires. You will provide Client Access only in the format provided by us and under the terms of use of this Agreement without modification. You will not delete or alter our proprietary notices or copyright notices, including the statement "Powered by Contract Express". If you upload your or a Client's logo or other branding ("Logo") for Client Access,

you grant a non-exclusive license to us to publish the Logo for the term of the Order Form. You warrant that you are entitled to grant the license. You will immediately terminate Client Access when the Order Form for Client Access expires or is terminated. Your employees and independent contractors acting under your direction in the ordinary course of your business are prohibited from using Client Access, except for testing purposes. Client Access is for External Users only.

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13

**Notice of Public Hearing**  
**Worcester County Water and Wastewater Enterprise Fund**  
**FY 2019/2020 Requested Budgets and Assessments**

The Worcester County Commissioners will conduct a public hearing on the proposed operating budgets, assessments, user charges and other charges for each of the 11 sanitary service areas operated by the Worcester County Department of Public Works, Water & Wastewater Division on:

**Tuesday, June 4, 2019 at 10:40 a.m.**  
in the County Commissioners' Meeting Room  
Room 1101 Government Center, One West Market Street  
Snow Hill, Maryland 21863

The 11 sanitary service areas and proposed changes to the users fees to cover projected expenses are as follows:

**Assateague Pointe** - increase from \$85 to \$90 per park trailer per quarter water and sewer flat charge; increase from \$135.50 to \$140.50 per equivalent dwelling unit (EDU) per quarter domestic sewer flat charge; and increase from \$10 to \$15 per lot grinder pump flat surcharge.

**Briddletown** - increase from \$61 to \$66 per EDU per quarter domestic water flat charge; increase from \$22 to \$27 per EDU per quarter swimming pool flat charge; increase from \$50 to \$60 per EDU per quarter irrigation system flat charge; and increase in commercial water base fee ranging from \$49.50 to \$412.50 at present to \$53 to \$441.50 based on total EDU's.

**Edgewater Acres** - increase first three tiers water usage charges ranging from \$7.25 to \$9 at present to \$8 to \$10 per thousand gallons; and increase from \$93 to \$98 per EDU per quarter domestic water flat charge.

**The Landings** - increase from \$230 to \$240 per EDU per quarter domestic water and sewer base fee; increase from \$32 to \$37 per EDU per quarter Lewis Road domestic water base fee; increase from \$220 to \$230 per EDU per quarter accessibility fee; and new commercial water and sewer base fees ranging from \$275 to \$2,300 based on total EDU's and usage charges ranging from \$4 to \$10 per thousand gallons.

**Lighthouse Sound** - increase from \$210 to \$215 per EDU per quarter domestic sewer flat charge; and increase from \$85 to \$100 per EDU per quarter accessibility fee.

**Mystic Harbour** - increase from \$168 to \$173 per EDU per quarter domestic water and sewer base fee; increase from \$168 to \$172 per EDU per quarter domestic sewer flat charge; and increase in commercial water and sewer base fees ranging from \$198 to \$1,650 at present to \$212 to \$1,766 based on total EDU's.

**Newark** - no proposed changes.

**Ocean Pines** - increase from \$170 to \$175 per EDU per quarter domestic water and sewer base fee; increase from \$158 to \$161.75 per EDU per quarter domestic sewer flat charge; increase White Horse Park domestic water and sewer flat charge from \$134 to \$138 per lot per quarter; increase in commercial water and sewer base fees ranging from \$198 to \$1,650 at present to \$212 to \$1,766 based on total EDU's; and increase from \$13 to \$20 per EDU per quarter supplemental debt service.

**Riddle Farm** - increase from \$180 to \$190 per EDU per quarter domestic water and sewer base fee; increase from \$140 to \$150 per EDU per quarter accessibility fee; increase in commercial water and sewer base fees ranging from \$198 to \$1,650 at present to \$212 to \$1,766 based on total EDU's; and new \$9 per EDU per quarter debt service.

**River Run** - increase from \$53.13 to \$54.69 per EDU per quarter domestic water base fee.

**West Ocean City** - no proposed changes.

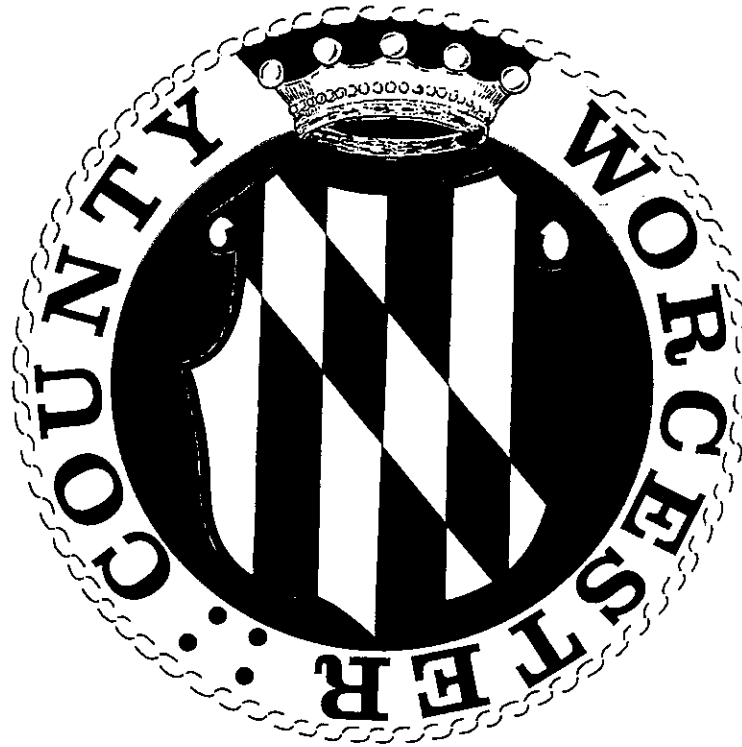
In addition to user fees, assessments will be levied in the Mystic Harbour, Newark, Ocean Pines, Oyster Harbour, Riddle Farm, and Snug Harbour service areas or sub-areas to make debt payments. All assessments shall be made on an EDU basis.

Copies of the proposed budgets for each service area are available for public inspection at the Worcester County Government Center Rooms 1103 and 1105, One West Market Street, Snow Hill, Maryland 21863, the County Treasurer's Office in the Isle of Wight Complex on Route 90 and St. Martins Neck Road, the County Library in Ocean Pines on Cathell Road, and online at [www.co.worcester.md.us](http://www.co.worcester.md.us). For additional information, contact the Worcester County Treasurer's Office at (410) 632-0686 ext. 1217.

1a

# Worcester County

Water & Wastewater



Ratepayer's Guide to the

FY 2019/20 Requested

Operating Budgets



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Phillip G. Thompson, Finance Officer

Produced by the Worcester County Treasurer's Office as an aid to understanding the  
Water and Wastewater Enterprise Fund Budget.

For more information on the budget, please call (410) 632-0686 extension 1217.

## **Worcester County Department of Public Works Water & Wastewater Division**

### **Introduction**

The Water and Wastewater Division was setup an Enterprise Fund. The purpose of an Enterprise Fund is to account for functions of the County in which user charges are collected to cover the cost of the service being provided. The use of consistent budgeting methods combined with the required use of generally accepted accounting principles provides the County with accrual basis data to measure the financial strength of the fund. In addition, the use of consistent accounting and budgeting provides comparable data to evaluate the performance of the fund from year to year.

### **Water & Wastewater Services**

The County currently provides water and/or sewer service to approximately 14,750 customers in 11 different service areas. The department currently operates 8 wastewater treatment facilities, 56 wastewater pumping stations, and 17 water supply wells which pumped over 565 million gallons of water during 2018. User charges cover the operation and maintenance of these facilities. In addition, user charges are also used to pay for the administrative and technical support functions provided by the Treasurer's Office and the Department of Public Works, respectively. The Treasurer's Office mails and collects over 59,000 bills annually. The Department of Public Works provides construction management and engineering support to the department.

### **Other Charges**

In addition to the user charges already mentioned, an equivalent dwelling unit (EDU) charge is collected in six of the County Service Areas or sub-areas including Mystic Harbour, Newark, Ocean Pines, Oyster Harbor, Riddle Farm, and Snug Harbor. An EDU is a measurement which is approximately the same amount of water and sewer flow as an average single family residence. The purpose of EDU assessments in the service area or sub-area is to collect funds to pay any debt related to the acquisition or construction of sanitary facilities.

### **Where Can Information Be Obtained on the FY 2019/20 Budget?**

Copies of the proposed budgets for each service area are available at the Worcester County Government Center Rooms 1103 and 1105, One West Market Street, Snow Hill, Maryland, the County Treasurer's Office in the Isle Of Wight Complex on Route 90 and St. Martins Neck Road, the County Library in Ocean Pines on Cathell Road, and online at [www.co.worcester.md.us](http://www.co.worcester.md.us). For additional information, contact the Worcester County Treasurer's Office at (410) 632-0686 ext. 1217.

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
<b>Revenue</b>				
Charges for Services	11,187,690	11,633,544	445,854	3.99%
Interest & Penalties	139,200	152,250	13,050	9.38%
Operating Grants	26,000	28,000	2,000	7.69%
Other Revenue	161,875	167,875	6,000	3.71%
Transfer From (To) Reserves	(110,051)	345,157	455,208	-413.63%
	11,404,714	12,326,826	922,112	8.09%
<b>Expenditures</b>				
Personnel Services	4,911,029	4,909,464	(1,565)	-0.03%
Supplies & Materials	938,713	948,831	10,118	1.08%
Maintenance & Services	4,057,096	4,541,780	484,684	11.95%
Other Charges	158,914	325,001	166,087	104.51%
Interfund Charges	726,962	763,850	36,888	5.07%
Capital Equipment	612,000	837,900	225,900	36.91%
	11,404,714	12,326,826	922,112	8.09%

## WORCESTER COUNTY

### Water & Wastewater Services

### Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$ ) Difference (%)	
Revenue				
Charges for Services	6,951,940	7,231,665	279,725	4.02%
Interest and Penalties	83,000	83,000	-	0.00%
Other Revenue	143,000	143,000	-	0.00%
Transfer From (To) Reserves	(183,906)	(223,683)	(39,777)	21.63%
	6,994,034	7,233,982	239,948	3.43%
Expenditures				
Personnel Services	3,581,323	3,515,522	(65,801)	-1.84%
Supplies & Materials	483,463	490,189	6,726	1.39%
Maintenance & Services	1,907,408	2,145,747	238,339	12.50%
Other Charges	102,418	219,624	117,206	114.44%
Interfund Charges	447,422	470,000	22,578	5.05%
Capital Equipment	472,000	392,900	(79,100)	-16.76%
	6,994,034	7,233,982	239,948	3.43%

#### Proposed Quarterly Rates

Proposed increase in domestic water and sewer base fee from \$170.00 to \$175.00

Proposed increase in domestic sewer flat charge from \$158.00 to \$161.75

Proposed increase in domestic nonmetered White Horse Park flat charge from \$134.00 to \$138.00 per lot

Proposed increase in commercial water and sewer base fees ranging from \$198.00 to \$1,650.00 at present to \$212.00 to \$1,766.00 based on total EDU's

Proposed increase in quarterly supplemental debt service from \$13.00 per EDU per quarter to \$20.00

	2018/19 Budget	2019/20 Request	
<b>Domestic:</b>			
<b>Metered Water &amp; Sewer</b>			
Base Fee	\$170.00	\$175.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand
<b>Nonmetered Sewer</b>			
Sewer Only	\$158.00	\$161.75	Flat Charge
<b>Nonmetered Water &amp; Sewer</b>			
White Horse Park - 100 GPD/Lot	\$134.00	\$138.00	Flat Charge

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request
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**Commercial:****Metered Water & Sewer**

Tiered Base Fee Range (EDU's) and Usage Range (Gallons)

1 EDU	\$198.00	\$212.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$275.00	\$294.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$550.00	\$589.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$825.00	\$883.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$1,100.00	\$1,177.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$1,650.00	\$1,766.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand

**EDU:**

Standard EDU	\$37.00	\$37.00 Per EDU per Quarter
Supplemental EDU (14 & 19 Bonds)	\$13.00	\$20.00 Per EDU per Quarter



**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
<b>Revenue</b>				
Charges for Services	234,100	255,610	21,510	9.19%
Interest and Penalties	4,000	4,000	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	17,435	1,517	(15,918)	-91.30%
	255,535	261,127	5,592	2.19%
<b>Expenditures</b>				
Personnel Services	83,856	94,275	10,419	12.42%
Supplies & Materials	31,992	26,450	(5,542)	-17.32%
Maintenance & Services	105,712	101,668	(4,044)	-3.83%
Other Charges	5,857	9,159	3,302	56.38%
Interfund Charges	28,118	29,575	1,457	5.18%
Capital Equipment	-	-	-	N/A
	255,535	261,127	5,592	2.19%

**Proposed Quarterly Rates**

Proposed increase in water and sewer park trailer flat charge from \$85.00 to \$90.00  
Proposed increase in sewer flat charge from \$135.50 to \$140.50  
Proposed increase in grinder pump surcharge from \$10.00 to \$15.00 per lot

	2018/19 Budget	2019/20 Request	
<b>Domestic:</b>			
<b>Nonmetered Water &amp; Sewer</b>			
Water & Sewer - 110 GPD Units	\$85.00	\$90.00	Flat Charge
Sewer Only - 250 GPD Units	\$135.50	\$140.50	Flat Charge
Grinder Pump Surcharge per Lot	\$10.00	\$15.00	Flat Charge

**WORCESTER COUNTY  
Water & Wastewater Services  
Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	12,550	12,769	219	1.75%
Interest and Penalties	1,000	550	(450)	-45.00%
Operating Grants	26,000	28,000	2,000	7.69%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	4,067	1,260	(2,807)	-69.02%
	43,617	42,579	(1,038)	-2.38%
Expenditures				
Personnel Services	10,019	7,598	(2,421)	-24.16%
Supplies & Materials	1,027	976	(51)	-4.97%
Maintenance & Services	30,923	32,031	1,108	3.58%
Other Charges	349	609	260	74.50%
Interfund Charges	1,299	1,365	66	5.08%
Capital Equipment	-	-	-	N/A
	43,617	42,579	(1,038)	-2.38%

**Proposed Quarterly Rates**

Proposed increase in water only flate rate from \$61.00 to \$66.00  
Proposed increase in swimming pool flate rate from \$22.00 to \$27.00  
Proposed increase in irrigation system flate rate from \$50.00 to \$60.00  
Proposed increase in commercial water base fees ranging from \$49.50 to \$412.50 at present to \$53.00 to \$441.50 based on total EDU's

	<b>2018/19 Budget</b>	<b>2019/20 Request</b>	
<b><u>Domestic:</u></b>			
<b>Nonmetered Water</b>			
Water Only	\$61.00	\$66.00	Flat Charge
Swimming Pool (in-ground)	\$22.00	\$27.00	Flat Charge
Irrigation System	\$50.00	\$60.00	Flat Charge
<b><u>Commercial:</u></b>			
<b>Metered Water</b>			
Base Fee Range (EDU's)			
1	\$49.50	\$53.00	Flat Charge
2	\$68.75	\$73.50	Flat Charge
3-13	\$137.50	\$147.25	Flat Charge
14-24	\$206.25	\$220.75	Flat Charge
25-39	\$275.00	\$294.25	Flat Charge
40+	\$412.50	\$441.50	Flat Charge
Usage (Gallons)	\$9.19	\$9.19	Per Thousand

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	222,750	228,100	5,350	2.40%
Interest and Penalties	1,500	2,000	500	33.33%
Other Revenue	875	875	-	0.00%
Transfer From (To) Reserves	(9,304)	(2,641)	6,663	-71.61%
	215,821	228,334	12,513	5.80%
Expenditures				
Personnel Services	37,508	42,065	4,557	12.15%
Supplies & Materials	4,152	4,159	7	0.17%
Maintenance & Services	161,132	167,084	5,952	3.69%
Other Charges	2,075	3,501	1,426	68.72%
Interfund Charges	10,954	11,525	571	5.21%
Capital Equipment	-	-	-	N/A
	215,821	228,334	12,513	5.80%

**Proposed Quarterly Rates**

Proposed increase in usage charge ranging from \$8.00 to \$10.00 per thousand gallons  
Proposed increase in nonmetered water flat charge from \$93.00 to \$98.00

	2018/19 Budget	2019/20 Request	
<b><u>Domestic:</u></b>			
<b>Metered Water &amp; Sewer</b>			
Base Fee	\$160.00	\$160.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$7.25	\$8.00	Per Thousand
10,001 - 35,000	\$8.34	\$9.00	Per Thousand
35,001 - 45,000	\$9.00	\$10.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand
<b>Nonmetered Water</b>	\$93.00	\$98.00	Flat Charge
<b>Nonmetered Sewer</b>	\$140.00	\$140.00	Flat Charge
<b>Accessibility</b>	\$25.00	\$25.00	Flat Charge per EDU
<b>Front Foot Assessment</b>	\$0.02	\$0.02	Per Linear Foot per Quarter

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$ ) Difference (%)	
Revenue				
Charges for Services	302,000	313,180	11,180	3.70%
Interest and Penalties	5,000	5,000	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	53,736	120,444	66,708	124.14%
	360,736	438,624	77,888	21.59%
Expenditures				
Personnel Services	169,321	178,598	9,277	5.48%
Supplies & Materials	58,447	62,637	4,190	7.17%
Maintenance & Services	122,544	180,279	57,735	47.11%
Other Charges	2,826	9,145	6,319	223.60%
Interfund Charges	7,598	7,965	367	4.83%
Capital Equipment	-	-	-	N/A
	360,736	438,624	77,888	21.59%

**Proposed Quarterly Rates**

Proposed increase in domestic water and sewer base fee from \$230.00 to \$240.00

Proposed increase in lewis road domestic water minimum from \$32.00 to \$37.00

Proposed new commercial water and sewer base fees ranging from \$275 to \$2,300 based on total EDU's and usage charges ranging from \$4 to \$10 per thousand gallons

Proposed increase in accessibility fee from \$220.00 to \$230.00

	2018/19 Budget	2019/20 Request	
<b>Domestic:</b>			
<b>Metered Water &amp; Sewer</b>			
Base Fee	\$230.00	\$240.00	Flat Charge
Lewis Road - Water Only	\$32.00	\$37.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand

\*water only service (metered) shall be billed at 25% of the above proposed rates.

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request
<b><u>Commercial:</u></b>		
<b>Metered Water &amp; Sewer</b>		
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)		
1 EDU	-	\$275.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 27,000 Gallons	-	\$6.00 Per Thousand
over 27,000 Gallons	-	\$10.00 Per Thousand
2 EDU's	-	\$360.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 54,000 Gallons	-	\$6.00 Per Thousand
over 54,000 Gallons	-	\$10.00 Per Thousand
3-13 EDU's	-	\$770.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 351,000 Gallons	-	\$6.00 Per Thousand
over 351,000 Gallons	-	\$10.00 Per Thousand
14-24 EDU's	-	\$1,150.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 648,000 Gallons	-	\$6.00 Per Thousand
over 648,000 Gallons	-	\$10.00 Per Thousand
25-39 EDU's	-	\$1,530.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	-	\$6.00 Per Thousand
over 1,053,000 Gallons	-	\$10.00 Per Thousand
40+ EDU's	-	\$2,300.00 Flat Charge
0 - 10,000 Gallons	-	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	-	\$6.00 Per Thousand
over 1,250,000 Gallons	-	\$10.00 Per Thousand

**Accessibility- Domestic & Commercial:**      \$220.00      \$230.00 Flat Charge per EDU

\*water only service (metered) shall be billed at 25% of the above proposed rates.



**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
<b>Revenue</b>				
Charges for Services	95,800	99,840	4,040	4.22%
Interest and Penalties	700	700	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	1,887	(4,515)	(6,402)	-339.27%
	98,387	96,025	(2,362)	-2.40%
<b>Expenditures</b>				
Personnel Services	48,854	45,791	(3,063)	-6.27%
Supplies & Materials	12,157	12,083	(74)	-0.61%
Maintenance & Services	32,912	31,937	(975)	-2.96%
Other Charges	1,217	2,789	1,572	129.17%
Interfund Charges	3,247	3,425	178	5.48%
Capital Equipment	-	-	-	N/A
	98,387	96,025	(2,362)	-2.40%

**Proposed Quarterly Rates**

Proposed increase in domestic sewer flat charge from \$210.00 to \$215.00  
Proposed increase in accessibility fee from \$85.00 to \$100.00

	2018/19 Budget	2019/20 Request	
<b><u>Domestic:</u></b>			
Nonmetered Sewer (improved lot)	\$210.00	\$215.00	Flat Charge per EDU
Accessibility (unimproved lot)	\$85.00	\$100.00	Flat Charge per EDU

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	1,161,000	1,207,080	46,080	3.97%
Interest & Penalties	14,000	15,000	1,000	7.14%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	98,272	186,667	88,395	89.95%
	1,273,272	1,408,747	135,475	10.64%
Expenditures				
Personnel Services	451,384	454,145	2,761	0.61%
Supplies & Materials	228,900	221,070	(7,830)	-3.42%
Maintenance & Services	489,214	579,632	90,418	18.48%
Other Charges	18,600	34,400	15,800	84.95%
Interfund Charges	85,174	89,500	4,326	5.08%
Capital Equipment	-	30,000	30,000	N/A
	1,273,272	1,408,747	135,475	10.64%

**Proposed Quarterly Rates**

Proposed increase in domestic water and sewer base fee from \$168.00 to \$173.00

Proposed increase in domestic sewer flat charge from \$168.00 to \$172.00

Proposed increase in commercial water and sewer base fees ranging from \$198.00 to \$1,650.00 at present to \$212.00 to \$1,766.00 based on total EDU's

	2018/19 Budget	2019/20 Request	
<b><u>Domestic:</u></b>			
<b>Metered Water &amp; Sewer</b>			
Base Fee	\$168.00	\$173.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand

\*water only service (metered) shall be billed at 25% of the above proposed rates.

<b>Nonmetered Sewer</b>	\$168.00	\$172.00	Flat Charge
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**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request
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**Commercial:**
**Metered Water & Sewer**

Tiered Base Fee Range (EDU's) and Usage Range (Gallons)

1 EDU	\$198.00	\$212.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$275.00	\$294.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$550.00	\$589.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$825.00	\$883.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$1,100.00	\$1,177.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$1,650.00	\$1,766.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand

\*water only service (metered) shall be billed at 25% of the above proposed rates.

<u><b>Accessibility- Domestic &amp; Commercial:</b></u>	\$150.00	\$150.00 Flat Charge per EDU
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\*water only accessibility shall be billed at 25% of the above proposed rate.

<u><b>Sewer EDU:</b></u>	\$66.00	\$66.00 Per EDU per Quarter
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**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

**Oyster Harbor**

**Proposed Quarterly Rates**

**No proposed changes to quarterly rate**

	<b>2018/19</b>	<b>2019/20</b>
	<b>Budget</b>	<b>Request</b>
EDU charge	\$54.00	\$54.00
Sub-area of Mystic Harbour service area		Per EDU per Quarter

Payments for water service will be made to Mystic Harbour service area

**Snug Harbor**

**Proposed Quarterly Rates**

**No proposed changes to quarterly rate**

	<b>2018/19</b>	<b>2019/20</b>
	<b>Budget</b>	<b>Request</b>
EDU charge	\$162.50	\$162.50
Sub-area of Assateague Point service area		Per EDU per Quarter

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
Revenue				
Charges for Services	131,650	134,910	3,260	2.48%
Interest & Penalties	2,500	2,500	-	0.00%
Other Revenue	18,000	24,000	6,000	33.33%
Transfer From (To) Reserves	(16,226)	(16,585)	(359)	2.21%
	135,924	144,825	8,901	6.55%
Expenditures				
Personnel Services	71,520	75,079	3,559	4.98%
Supplies & Materials	16,373	16,448	75	0.46%
Maintenance & Services	41,082	43,413	2,331	5.67%
Other Charges	1,408	4,065	2,657	188.71%
Interfund Charges	5,541	5,820	279	5.04%
Capital Equipment	-	-	-	N/A
	135,924	144,825	8,901	6.55%

**Proposed Quarterly Rates**

No proposed changes to quarterly rates

	2018/19 Budget	2019/20 Request	
<b><u>Domestic:</u></b>			
<b>Metered Water &amp; Sewer</b>			
Base Fee- Includes 3,000 Gallons	\$216.00	\$216.00	Flat Charge
Usage Range (Gallons) over 3,000	\$7.00	\$7.00	Per Thousand
<b><u>Commercial:</u></b>			
<b>Metered Water &amp; Sewer</b>			
Base Fee- Includes 3,000 Gallons	\$266.00	\$266.00	Flat Charge
Usage Range (Gallons) over 3,000	\$14.00	\$14.00	Per Thousand
<b><u>EDU:</u></b>			
	\$27.00	\$27.00	Quarterly



**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$ ) Difference (%)	
<b>Revenue</b>				
Charges for Services	502,900	558,320	55,420	11.02%
Interest & Penalties	4,000	5,000	1,000	25.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	15,925	62,251	46,326	290.90%
	522,825	625,571	102,746	19.65%
<b>Expenditures</b>				
Personnel Services	219,129	244,999	25,870	11.81%
Supplies & Materials	62,666	72,497	9,831	15.69%
Maintenance & Services	204,385	236,604	32,219	15.76%
Other Charges	5,043	13,746	8,703	172.58%
Interfund Charges	21,602	22,725	1,123	5.20%
Capital Equipment	10,000	35,000	25,000	N/A
	522,825	625,571	102,746	19.65%

**Proposed Quarterly Rates**

Proposed increase in domestic base fee from \$180.00 to \$190.00  
Proposed increase in commercial water and sewer base fees ranging from \$198.00 to \$1,650.00 at present to \$212.00 to \$1,766.00 based on total EDU's  
Proposed increase in accessibility fee from \$140.00 to \$150.00  
Proposed new quarterly debt service of \$9 per EDU

	2018/19 Budget	2019/20 Request	
<b>Domestic:</b>			
<b>Metered Water &amp; Sewer</b>			
Base Fee	\$180.00	\$190.00	Flat Charge
Usage Range (Gallons)			
0 - 10,000	\$1.60	\$1.60	Per Thousand
10,001 - 25,000	\$3.50	\$3.50	Per Thousand
25,001 - 35,000	\$6.00	\$6.00	Per Thousand
35,001 - 45,000	\$9.00	\$9.00	Per Thousand
over 45,000	\$15.00	\$15.00	Per Thousand

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request
<b><u>Commercial:</u></b>		
<b>Metered Water &amp; Sewer</b>		
Tiered Base Fee Range (EDU's) and Usage Range (Gallons)		
1 EDU	\$198.00	\$212.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 27,000 Gallons	\$6.00	\$6.00 Per Thousand
over 27,000 Gallons	\$10.00	\$10.00 Per Thousand
2 EDU's	\$275.00	\$294.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 54,000 Gallons	\$6.00	\$6.00 Per Thousand
over 54,000 Gallons	\$10.00	\$10.00 Per Thousand
3-13 EDU's	\$550.00	\$589.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 351,000 Gallons	\$6.00	\$6.00 Per Thousand
over 351,000 Gallons	\$10.00	\$10.00 Per Thousand
14-24 EDU's	\$825.00	\$883.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 648,000 Gallons	\$6.00	\$6.00 Per Thousand
over 648,000 Gallons	\$10.00	\$10.00 Per Thousand
25-39 EDU's	\$1,100.00	\$1,177.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,053,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,053,000 Gallons	\$10.00	\$10.00 Per Thousand
40+ EDU's	\$1,650.00	\$1,766.00 Flat Charge
0 - 10,000 Gallons	\$4.00	\$4.00 Per Thousand
10,001 - 1,250,000 Gallons	\$6.00	\$6.00 Per Thousand
over 1,250,000 Gallons	\$10.00	\$10.00 Per Thousand
<b><u>Accessibility:</u></b>	\$140.00	\$150.00 Flat Charge per EDU
<b><u>EDU:</u></b>	\$0.00	\$9.00 Per EDU per Quarter

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$ ) Difference (%)	
Revenue				
Charges for Services	165,000	172,070	7,070	4.28%
Interest and Penalties	500	500	-	0.00%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	8,724	9,424	700	8.02%
	174,224	181,994	7,770	4.46%
Expenditures				
Personnel Services	55,553	59,276	3,723	6.70%
Supplies & Materials	16,363	17,348	985	6.02%
Maintenance & Services	92,070	92,667	597	0.65%
Other Charges	1,449	3,463	2,014	138.99%
Interfund Charges	8,789	9,240	451	5.13%
Capital Equipment	-	-	-	N/A
	174,224	181,994	7,770	4.46%

**Proposed Quarterly Rates**

**Proposed increase to domestic water base fee from \$53.13 to \$54.69**

	2018/19 Budget	2019/20 Request
<b>Domestic:</b>		
<b>Nonmetered Sewer</b>	\$150.00	\$150.00 Flat Charge
<b>Metered Water</b>		
Base Fee	\$53.13	\$54.69 Flat Charge
Usage Range (Gallons)		
0 - 10,000	\$0.50	\$0.50 Per Thousand
10,001 - 25,000	\$1.09	\$1.09 Per Thousand
25,001 - 35,000	\$1.88	\$1.88 Per Thousand
35,001 - 45,000	\$2.81	\$2.81 Per Thousand
over 45,000	\$4.69	\$4.69 Per Thousand

**WORCESTER COUNTY**  
**Water & Wastewater Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$) Difference (%)	
<b>Revenue</b>				
Charges for Services	1,408,000	1,420,000	12,000	0.85%
Interest & Penalties	23,000	34,000	11,000	47.83%
Other Revenue	-	-	-	N/A
Transfer From (To) Reserves	(100,661)	211,018	311,679	-309.63%
	1,330,339	1,665,018	334,679	25.16%
<b>Expenditures</b>				
Personnel Services	182,562	192,116	9,554	5.23%
Supplies & Materials	23,173	24,974	1,801	7.77%
Maintenance & Services	869,714	930,718	61,004	7.01%
Other Charges	17,672	24,500	6,828	38.64%
Interfund Charges	107,218	112,710	5,492	5.12%
Capital Equipment	130,000	380,000	250,000	192.31%
	1,330,339	1,665,018	334,679	25.16%

**Proposed Quarterly Rates**

No proposed changes to quarterly rate
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	2018/19 Budget	2019/20 Request
<b><u>Domestic:</u></b>		
Nonmetered Sewer	\$10.50	\$10.50 Per fixture quarterly
<b><u>Commercial:</u></b>		
Nonmetered Sewer	\$14.25	\$14.25 Per fixture quarterly



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 555 - Ocean Pines								
REVENUE								
Charges for Services								
5000.100	Domestic Water Service	1,426,700.00	1,380,000.00	46,700.00	3	693,103.57	1,252,469.00	1,117,414.88
5000.200	Domestic Water Usage	210,000.00	210,000.00	.00		122,772.73	211,332.69	197,670.81
5005.100	Commercial Water Service	52,965.00	48,500.00	4,465.00	9	24,862.75	44,043.00	32,496.75
5005.200	Commercial Water Usage	30,000.00	25,750.00	4,250.00	17	18,581.14	29,407.20	24,249.37
5010.100	Domestic Sewer Service	4,274,100.00	4,140,000.00	134,100.00	3	2,077,287.57	3,754,545.89	3,351,046.85
5010.200	Domestic Sewer Usage	560,000.00	550,000.00	10,000.00	2	334,695.76	575,840.12	547,416.82
5015.100	Commercial Sewer Service	156,220.00	143,000.00	13,220.00	9	73,056.25	129,361.00	93,634.25
5015.200	Commercial Sewer Usage	90,000.00	81,250.00	8,750.00	11	52,972.76	92,021.47	71,701.30
5025	Transfer from River Run	50,000.00	49,200.00	800.00	2	13,882.50	49,721.32	38,441.67
5030	White Horse Park Revenue	256,680.00	249,240.00	7,440.00	3	124,620.00	226,920.00	204,600.00
5040	Hook-Ups	125,000.00	75,000.00	50,000.00	67	73,072.00	136,458.00	141,810.00
5825	Future Capital Development Reven	.00	.00	.00		23,685.00	25,686.00	18,981.00
5835	Tank Fee Revenue	.00	.00	.00		.00	.00	10,401.00
Charges for Services Totals		\$7,231,665.00	\$6,951,940.00	\$279,725.00	4%	\$3,632,592.03	\$6,527,805.69	\$5,849,864.70
Interest & Penalties								
4700	Interest On Investments	.00	.00	.00		35.00	42.88	17.63
4710	Penalty/Fees	83,000.00	83,000.00	.00		40,635.49	82,503.82	85,439.19
Interest & Penalties Totals		\$83,000.00	\$83,000.00	\$0.00	0%	\$40,670.49	\$82,546.70	\$85,456.82
Other Revenue								
5042	Equity Contribution	85,000.00	85,000.00	.00		421,578.86	115,749.72	308,193.05
5850	Other Revenue	30,000.00	30,000.00	.00		48,667.94	413,156.24	76,955.46
5875	Rent/Overhead Reimbursement	28,000.00	28,000.00	.00		.00	28,000.00	26,000.00
Other Revenue Totals		\$143,000.00	\$143,000.00	\$0.00	0%	\$470,246.80	\$556,905.96	\$411,148.51
Transfers In								
5975.100	Transfers From (To) Reserve	(223,683.00)	(183,906.00)	(39,777.00)	22	.00	.00	.00
5975.200	Transfers From Other Funds	.00	.00	.00		.00	.00	4,522,940.55
Transfers In Totals		(\$223,683.00)	(\$183,906.00)	(\$39,777.00)	22%	\$0.00	\$0.00	\$4,522,940.55
REVENUE TOTALS		\$7,233,982.00	\$6,994,034.00	\$239,948.00	3%	\$4,143,509.32	\$7,167,258.35	\$10,869,410.58
EXPENSE								
Personnel Services								
6000.100	Personnel Services Salaries	1,611,812.00	1,663,236.00	(51,424.00)	(3)	800,392.51	1,583,545.14	1,573,813.90
6000.200	Personnel Services Salaries-Support Group	143,357.00	134,282.00	9,075.00	7	41,312.96	116,912.28	132,124.48
6000.300	Personnel Services Salaries-Construction	386,798.00	507,197.00	(120,399.00)	(24)	222,801.03	422,770.84	430,317.72

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 555 - Ocean Pines								
EXPENSE								
Personnel Services								
6000.400	Personnel Services Overtime Pay	52,000.00	47,000.00	5,000.00	11	24,403.61	53,923.80	46,473.90
6010.100	Benefits Fica & Fringe Benefits	1,166,865.00	1,093,280.00	73,585.00	7	399,771.17	1,090,870.27	1,001,970.54
6010.900	Benefits OPEB contribution	154,690.00	136,328.00	18,362.00	13	.00	138,531.55	117,081.22
	<i>Personnel Services Totals</i>	<i>\$3,515,522.00</i>	<i>\$3,581,323.00</i>	<i>(\$65,801.00)</i>	<i>(2%)</i>	<i>\$1,488,681.28</i>	<i>\$3,406,553.88</i>	<i>\$3,301,781.76</i>
Supplies & Materials								
6100.010	Administrative Expense Administrative Expenses	63,700.00	64,000.00	(300.00)		17,953.89	62,229.84	63,600.53
6110.060	Supplies & Equipment Chemicals	305,000.00	285,000.00	20,000.00	7	177,443.35	306,026.75	307,440.78
6110.090	Supplies & Equipment Computers & Printers	1,150.00	284.00	866.00	303	.00	.00	.00
6110.290	Supplies & Equipment Other Office Equipment	5,000.00	5,000.00	.00		618.69	5,502.53	3,583.65
6110.340	Supplies & Equipment Safety Program Equipment	19,087.00	18,188.00	899.00	5	6,283.92	10,955.45	18,729.15
6110.390	Supplies & Equipment Small Equipment	9,500.00	9,500.00	.00		1,107.23	1,756.10	25,550.15
6110.420	Supplies & Equipment Tools & Supplies	7,500.00	7,500.00	.00		1,800.53	5,178.75	8,800.47
6130.045	Equipment Maintenance Other Equipment Maint/Repair	11,000.00	11,000.00	.00		1,191.16	9,425.19	2,060.75
6150.050	Uniforms & Personal Equipment Uniforms	12,252.00	12,991.00	(739.00)	(6)	6,755.15	10,932.95	11,285.04
6200.010	Other Supplies & Materials Lab Testing	25,000.00	39,000.00	(14,000.00)	(36)	11,016.00	17,507.60	20,410.62
6200.030	Other Supplies & Materials Testing Supplies	31,000.00	31,000.00	.00		6,080.19	8,018.95	11,725.04
	<i>Supplies &amp; Materials Totals</i>	<i>\$490,189.00</i>	<i>\$483,463.00</i>	<i>\$6,726.00</i>	<i>1%</i>	<i>\$230,250.11</i>	<i>\$437,534.11</i>	<i>\$473,186.18</i>
Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	290,000.00	260,000.00	30,000.00	12	181,175.63	288,264.41	260,472.95
6500.020	Systems Maintenance Water Plant/System Maint	287,500.00	250,000.00	37,500.00	15	151,592.03	321,638.14	246,734.92
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	166,000.00	80,000.00	86,000.00	108	61,484.35	84,963.22	106,742.00
6500.040	Systems Maintenance WWW Paving	90,000.00	90,000.00	.00		56,215.32	84,827.76	84,460.05
6500.070	Systems Maintenance Contractor Water Install/Repair	100,000.00	.00	100,000.00		3,000.00	.00	.00
6500.075	Systems Maintenance Contractor Sewer Install/Repair	50,000.00	.00	50,000.00		6,203.59	.00	.00
6530.100	Consulting Services Professional Fees	14,700.00	14,400.00	300.00	2	.00	14,058.88	12,679.75
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	67,500.00	67,500.00	.00		19,701.56	58,204.97	53,598.70
6540.030	Vehicle Operating Expenses Vehicle Maintenance	26,000.00	26,000.00	.00		5,257.82	31,530.28	24,168.27
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	30,561.00	19,940.00	10,621.00	53	.00	30,244.48	29,915.16
6550.020	Building Site Expenses Buildings & Grounds Maintenance	39,000.00	39,000.00	.00		12,194.39	26,109.29	39,066.61
6550.060	Building Site Expenses Electricity	675,000.00	705,000.00	(30,000.00)	(4)	220,768.88	635,043.09	611,898.83





# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 555 - Ocean Pines								
EXPENSE								
Maintenance & Services								
6550.270	Building Site Expenses Telephone	25,100.00	25,100.00	.00		10,524.95	23,135.90	21,394.28
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	3,000.00	3,000.00	.00		1,932.85	3,019.30	2,256.85
6700.500	Other Maint. & Svcs Water & Wastewater Construction	216,386.00	262,468.00	(46,082.00)	(18)	.00	158,066.03	232,292.01
6700.650	Other Maint. & Svcs Tipping Fees	65,000.00	65,000.00	.00		31,617.60	73,311.00	57,200.95
	Maintenance & Services Totals	\$2,145,747.00	\$1,907,408.00	\$238,339.00	12%	\$761,668.97	\$1,832,416.75	\$1,782,881.33
Other Charges								
7000.060	Travel, Training & Expense Educational Training	21,264.00	19,918.00	1,346.00	7	3,694.05	17,774.58	17,114.92
7170.010	Benefits & Insurance Allowance for COLA	122,360.00	.00	122,360.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	76,000.00	82,500.00	(6,500.00)	(8)	71,815.45	72,294.92	71,591.90
	Other Charges Totals	\$219,624.00	\$102,418.00	\$117,206.00	114%	\$75,509.50	\$90,069.50	\$88,706.82
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	112,500.00	106,981.00	5,519.00	5	53,490.60	123,104.42	116,691.49
8010.040	Interfund Treasurer's Support - Fringe	50,500.00	48,078.00	2,422.00	5	24,038.69	55,273.88	50,340.70
8010.050	Interfund Public Works & Admin - Benefits	95,200.00	90,650.00	4,550.00	5	45,324.93	82,317.36	75,199.57
8010.060	Interfund Public Works & Admin - Salaries	211,800.00	201,713.00	10,087.00	5	100,856.56	183,334.86	174,315.20
	Interfund Charges Totals	\$470,000.00	\$447,422.00	\$22,578.00	5%	\$223,710.78	\$444,030.52	\$416,546.96
Capital Equipment								
9010	Capital Equipment	31,000.00	35,000.00	(4,000.00)	(11)	.00	.00	.00
9010.010	Capital Equipment New Vehicles	31,900.00	100,000.00	(68,100.00)	(68)	.00	.00	.00
9010.090	Capital Equipment Other WWW Equipment	330,000.00	337,000.00	(7,000.00)	(2)	59,526.12	.00	.00
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	1,515,547.00	1,327,326.06
	Capital Equipment Totals	\$392,900.00	\$472,000.00	(\$79,100.00)	(17%)	\$59,526.12	\$1,515,547.00	\$1,327,326.06
	EXPENSE TOTALS	\$7,233,982.00	\$6,994,034.00	\$239,948.00	3%	\$2,839,346.76	\$7,726,151.76	\$7,390,429.11
Fund 555 - Ocean Pines Totals								
	REVENUE TOTALS	\$7,233,982.00	\$6,994,034.00	\$239,948.00	3%	\$4,143,509.32	\$7,167,258.35	\$10,869,410.58
	EXPENSE TOTALS	\$7,233,982.00	\$6,994,034.00	\$239,948.00	3%	\$2,839,346.76	\$7,726,151.76	\$7,390,429.11
Fund 555 - Ocean Pines Totals		\$0.00	\$0.00	\$0.00	+++	\$1,304,162.56	(\$558,893.41)	\$3,478,981.47
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$7,233,982.00	\$6,994,034.00	\$239,948.00	3%	\$4,143,509.32	\$7,167,258.35	\$10,869,410.58
	EXPENSE GRAND TOTALS	\$7,233,982.00	\$6,994,034.00	\$239,948.00	3%	\$2,839,346.76	\$7,726,151.76	\$7,390,429.11
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	\$1,304,162.56	(\$558,893.41)	\$3,478,981.47



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 520 - Assateague Point								
<b>REVENUE</b>								
<i>Charges for Services</i>								
5000.100	Domestic Water Service	47,215.00	44,600.00	2,615.00	6	22,312.50	42,000.00	42,000.00
5005.100	Commercial Water Service	850.00	800.00	50.00	6	425.00	800.00	800.00
5010.100	Domestic Sewer Service	187,465.00	173,500.00	13,965.00	8	88,896.50	161,317.50	160,297.50
5015.100	Commercial Sewer Service	16,000.00	15,200.00	800.00	5	8,032.50	15,120.00	15,120.00
5040	Hook-Ups	.00	.00	.00		.00	4,025.00	3,775.00
5856	Grinder Pump Surcharge	4,080.00	.00	4,080.00		1,350.00	.00	.00
<i>Charges for Services Totals</i>		\$255,610.00	\$234,100.00	\$21,510.00	9%	\$121,016.50	\$223,262.50	\$221,992.50
<i>Interest &amp; Penalties</i>								
4710	Penalty/Fees	4,000.00	4,000.00	.00		1,777.41	3,636.57	4,047.63
<i>Interest &amp; Penalties Totals</i>		\$4,000.00	\$4,000.00	\$0.00	0%	\$1,777.41	\$3,636.57	\$4,047.63
<i>Other Revenue</i>								
5850	Other Revenue	.00	.00	.00		828.49	8,096.88	1,259.92
<i>Other Revenue Totals</i>		\$0.00	\$0.00	\$0.00	+++	\$828.49	\$8,096.88	\$1,259.92
<i>Transfers In</i>								
5975.100	Transfers From (To) Reserve	1,517.00	17,435.00	(15,918.00)	(91)	.00	.00	.00
<i>Transfers In Totals</i>		\$1,517.00	\$17,435.00	(\$15,918.00)	(91%)	\$0.00	\$0.00	\$0.00
<b>REVENUE TOTALS</b>		\$261,127.00	\$255,535.00	\$5,592.00	2%	\$123,622.40	\$234,995.95	\$227,300.05
<b>EXPENSE</b>								
<i>Personnel Services</i>								
6000.100	Personnel Services Salaries	3,000.00	3,000.00	.00		834.84	2,335.36	3,680.74
6000.200	Personnel Services Salaries-Support Group	47,213.00	41,758.00	5,455.00	13	26,549.39	43,661.51	35,279.23
6000.300	Personnel Services Salaries-Construction	6,297.00	6,596.00	(299.00)	(5)	3,710.58	5,126.83	7,599.50
6000.400	Personnel Services Overtime Pay	3,000.00	2,500.00	500.00	20	4,808.34	1,526.34	2,795.11
6010.100	Benefits Fica & Fringe Benefits	30,635.00	26,946.00	3,689.00	14	15,100.14	28,591.68	24,264.44
6010.900	Benefits OPEB contribution	4,130.00	3,056.00	1,074.00	35	.00	3,490.47	2,336.02
<i>Personnel Services Totals</i>		\$94,275.00	\$83,856.00	\$10,419.00	12%	\$51,003.29	\$84,732.19	\$75,955.04
<i>Supplies &amp; Materials</i>								
6100.010	Administrative Expense Administrative Expenses	6,680.00	4,180.00	2,500.00	60	131.90	6,243.66	5,790.09
6110.060	Supplies & Equipment Chemicals	13,000.00	13,000.00	.00		640.54	12,321.99	7,742.24
6110.090	Supplies & Equipment Computers & Printers	.00	88.00	(88.00)	(100)	.00	.00	.00
6110.340	Supplies & Equipment Safety Program Equipment	523.00	485.00	38.00	8	.00	266.17	205.75
6110.390	Supplies & Equipment Small Equipment	.00	8,000.00	(8,000.00)	(100)	.00	97.38	259.26
6110.420	Supplies & Equipment Tools & Supplies	400.00	400.00	.00		144.39	137.91	711.09



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 520 - Assateague Point								
EXPENSE								
Supplies & Materials								
6150.050	Uniforms & Personal Equipment Uniforms	347.00	339.00	8.00	2	.00	379.19	239.46
6200.010	Other Supplies & Materials Lab Testing	4,500.00	4,500.00	.00		2,100.00	3,900.48	3,551.96
6200.030	Other Supplies & Materials Testing Supplies	1,000.00	1,000.00	.00		390.13	484.65	289.86
	<i>Supplies &amp; Materials Totals</i>	\$26,450.00	\$31,992.00	(\$5,542.00)	(17%)	\$3,406.96	\$23,831.43	\$18,789.71
Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	10,000.00	10,000.00	.00		2,008.00	7,828.82	18,005.59
6500.012	Systems Maintenance Grinder Pump	30,000.00	30,000.00	.00		1,071.35	37,943.58	24,758.24
6500.020	Systems Maintenance Water Plant/System Maint	4,000.00	4,000.00	.00		4,901.28	3,850.18	3,378.12
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	15,000.00	15,000.00	.00		3,166.93	3,194.92	9,402.76
6500.040	Systems Maintenance WWW Paving	2,000.00	2,000.00	.00		641.35	1,421.96	2,101.24
6530.100	Consulting Services Professional Fees	980.00	10,960.00	(9,980.00)	(91)	.00	920.00	840.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	10,065.00	4,335.00	5,730.00	132	.00	5,512.27	4,476.17
6550.020	Building Site Expenses Buildings & Grounds Maintenance	750.00	750.00	.00		314.13	848.97	919.08
6550.060	Building Site Expenses Electricity	25,000.00	25,000.00	.00		8,690.82	24,717.63	23,069.10
6700.500	Other Maint. & Svcs Water & Wastewater Construction	3,873.00	3,667.00	206.00	6	.00	1,919.55	4,102.33
	<i>Maintenance &amp; Services Totals</i>	\$101,668.00	\$105,712.00	(\$4,044.00)	(4%)	\$20,793.86	\$88,157.88	\$91,052.63
Other Charges								
7000.060	Travel, Training & Expense Educational Training	459.00	357.00	102.00	29	.00	162.97	387.62
7170.010	Benefits & Insurance Allowance for COLA	3,200.00	.00	3,200.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	5,500.00	5,500.00	.00		4,411.26	4,562.96	4,526.83
	<i>Other Charges Totals</i>	\$9,159.00	\$5,857.00	\$3,302.00	56%	\$4,411.26	\$4,725.93	\$4,914.45
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	7,550.00	7,172.00	378.00	5	3,585.97	8,539.04	8,094.21
8010.040	Interfund Treasurer's Support - Fringe	3,400.00	3,223.00	177.00	5	1,611.53	3,834.04	3,491.84
8010.050	Interfund Public Works & Admin - Benefits	5,775.00	5,495.00	280.00	5	2,747.68	5,328.98	4,868.18
8010.060	Interfund Public Works & Admin - Salaries	12,850.00	12,228.00	622.00	5	6,114.11	11,868.54	11,284.62
	<i>Interfund Charges Totals</i>	\$29,575.00	\$28,118.00	\$1,457.00	5%	\$14,059.29	\$29,570.60	\$27,738.85
Capital Equipment								
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	84,230.00	86,053.00
	<i>Capital Equipment Totals</i>	\$0.00	\$0.00	\$0.00	+++	\$0.00	\$84,230.00	\$86,053.00
	<b>EXPENSE TOTALS</b>	<b>\$261,127.00</b>	<b>\$255,535.00</b>	<b>\$5,592.00</b>	<b>2%</b>	<b>\$93,674.66</b>	<b>\$315,248.03</b>	<b>\$304,503.68</b>



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund	<b>520 - Assateague Point Totals</b>							
	REVENUE TOTALS	\$261,127.00	\$255,535.00	\$5,592.00	2%	\$123,622.40	\$234,995.95	\$227,300.05
	EXPENSE TOTALS	\$261,127.00	\$255,535.00	\$5,592.00	2%	\$93,674.66	\$315,248.03	\$304,503.68
Fund	<b>520 - Assateague Point Totals</b>	\$0.00	\$0.00	\$0.00	+++	\$29,947.74	(\$80,252.08)	(\$77,203.63)
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$261,127.00	\$255,535.00	\$5,592.00	2%	\$123,622.40	\$234,995.95	\$227,300.05
	EXPENSE GRAND TOTALS	\$261,127.00	\$255,535.00	\$5,592.00	2%	\$93,674.66	\$315,248.03	\$304,503.68
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	\$29,947.74	(\$80,252.08)	(\$77,203.63)



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
<b>Fund 525 - Bridgetown</b>								
<b>REVENUE</b>								
<i>Charges for Services</i>								
5000.100	Domestic Water Service	11,180.00	11,000.00	180.00	2	5,207.00	10,231.00	10,048.00
5005.100	Commercial Water Service	589.00	550.00	39.00	7	275.00	500.00	285.00
5005.200	Commercial Water Usage	1,000.00	1,000.00	.00		416.03	481.19	1,098.94
5040	Hook-Ups	.00	.00	.00		.00	.00	4,268.00
<i>Charges for Services Totals</i>		\$12,769.00	\$12,550.00	\$219.00	2%	\$5,898.03	\$11,212.19	\$15,699.94
<i>Interest &amp; Penalties</i>								
4710	Penalty/Fees	550.00	1,000.00	(450.00)	(45)	282.06	497.57	674.96
<i>Interest &amp; Penalties Totals</i>		\$550.00	\$1,000.00	(\$450.00)	(45%)	\$282.06	\$497.57	\$674.96
<i>Operating Grant</i>								
5815	Operating Grant	28,000.00	26,000.00	2,000.00	8	26,000.00	26,000.00	26,000.00
<i>Operating Grant Totals</i>		\$28,000.00	\$26,000.00	\$2,000.00	8%	\$26,000.00	\$26,000.00	\$26,000.00
<i>Other Revenue</i>								
5850	Other Revenue	.00	.00	.00		59.19	123.12	90.10
<i>Other Revenue Totals</i>		\$0.00	\$0.00	\$0.00	+++	\$59.19	\$123.12	\$90.10
<i>Transfers In</i>								
5975.100	Transfers From (To) Reserve	1,260.00	4,067.00	(2,807.00)	(69)	.00	.00	.00
<i>Transfers In Totals</i>		\$1,260.00	\$4,067.00	(\$2,807.00)	(69%)	\$0.00	\$0.00	\$0.00
<b>REVENUE TOTALS</b>		<b>\$42,579.00</b>	<b>\$43,617.00</b>	<b>(\$1,038.00)</b>	<b>(2%)</b>	<b>\$32,239.28</b>	<b>\$37,832.88</b>	<b>\$42,465.00</b>
<b>EXPENSE</b>								
<i>Personnel Services</i>								
6000.200	Personnel Services Salaries-Support Group	3,434.00	5,732.00	(2,298.00)	(40)	2,244.05	3,235.90	2,003.00
6000.300	Personnel Services Salaries-Construction	1,259.00	550.00	709.00	129	447.18	1,970.15	492.67
6000.400	Personnel Services Overtime Pay	.00	.00	.00		28.19	245.03	.00
6010.100	Benefits Fica & Fringe Benefits	2,534.00	3,367.00	(833.00)	(25)	1,273.68	3,176.10	1,495.06
6010.900	Benefits OPEB contribution	371.00	370.00	1.00		.00	363.80	136.08
<i>Personnel Services Totals</i>		\$7,598.00	\$10,019.00	(\$2,421.00)	(24%)	\$3,993.10	\$8,990.98	\$4,126.81
<i>Supplies &amp; Materials</i>								
6100.010	Administrative Expense Administrative Expenses	401.00	401.00	.00		47.14	427.43	399.61
6110.090	Supplies & Equipment Computers & Printers	12.00	12.00	.00		.00	.00	.00
6110.340	Supplies & Equipment Safety Program Equipment	38.00	67.00	(29.00)	(43)	.00	19.63	10.44
6110.390	Supplies & Equipment Small Equipment	.00	.00	.00		.00	7.18	14.74
6150.050	Uniforms & Personal Equipment Uniforms	25.00	47.00	(22.00)	(47)	.00	27.97	13.62
6200.010	Other Supplies & Materials Lab Testing	500.00	500.00	.00		125.00	422.60	250.00
<i>Supplies &amp; Materials Totals</i>		\$976.00	\$1,027.00	(\$51.00)	(5%)	\$172.14	\$904.81	\$688.41



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
<b>Fund 525 - Bridgetown</b>								
<b>EXPENSE</b>								
<i>Maintenance &amp; Services</i>								
6500.020	Systems Maintenance Water Plant/System Maint	2,000.00	2,000.00	.00		123.33	2,544.05	1,531.30
6530.100	Consulting Services Professional Fees	74.00	72.00	2.00	3	.00	69.00	63.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	732.00	595.00	137.00	23	.00	383.58	231.28
6550.020	Building Site Expenses Buildings & Grounds Maintenance	150.00	150.00	.00		.00	.00	.00
6550.060	Building Site Expenses Electricity	800.00	800.00	.00		75.64	226.92	226.92
6700.200	Other Maint. & Svcs Payment to Water Utility	27,500.00	27,000.00	500.00	2	12,772.84	25,481.76	25,346.08
6700.500	Other Maint. & Svcs Water & Wastewater Construction	775.00	306.00	469.00	153	.00	737.65	265.95
<i>Maintenance &amp; Services Totals</i>		\$32,031.00	\$30,923.00	\$1,108.00	4%	\$12,971.81	\$29,442.96	\$27,664.53
<i>Other Charges</i>								
7000.060	Travel, Training & Expense Educational Training	33.00	49.00	(16.00)	(33)	.00	12.02	22.04
7170.010	Benefits & Insurance Allowance for COLA	276.00	.00	276.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	300.00	300.00	.00		159.61	173.66	170.85
<i>Other Charges Totals</i>		\$609.00	\$349.00	\$260.00	74%	\$159.61	\$185.68	\$192.89
<i>Interfund Charges</i>								
8010.030	Interfund Treasurer's Support - Salary	500.00	478.00	22.00	5	239.07	569.26	539.61
8010.040	Interfund Treasurer's Support - Fringe	225.00	215.00	10.00	5	107.44	255.62	232.79
8010.050	Interfund Public Works & Admin - Benefits	200.00	188.00	12.00	6	93.94	173.30	158.31
8010.060	Interfund Public Works & Admin - Salaries	440.00	418.00	22.00	5	209.03	385.98	366.98
<i>Interfund Charges Totals</i>		\$1,365.00	\$1,299.00	\$66.00	5%	\$649.48	\$1,384.16	\$1,297.69
<i>Capital Equipment</i>								
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	11,317.00	11,317.00
<i>Capital Equipment Totals</i>		\$0.00	\$0.00	\$0.00	+++	\$0.00	\$11,317.00	\$11,317.00
<b>EXPENSE TOTALS</b>		<b>\$42,579.00</b>	<b>\$43,617.00</b>	<b>(\$1,038.00)</b>	<b>(2%)</b>	<b>\$17,946.14</b>	<b>\$52,225.59</b>	<b>\$45,287.33</b>
<b>Fund 525 - Bridgetown Totals</b>								
REVENUE TOTALS		\$42,579.00	\$43,617.00	(\$1,038.00)	(2%)	\$32,239.28	\$37,832.88	\$42,465.00
EXPENSE TOTALS		\$42,579.00	\$43,617.00	(\$1,038.00)	(2%)	\$17,946.14	\$52,225.59	\$45,287.33
<b>Fund 525 - Bridgetown Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$14,293.14</b>	<b>(\$14,392.71)</b>	<b>(\$2,822.33)</b>
<b>Net Grand Totals</b>								
REVENUE GRAND TOTALS		\$42,579.00	\$43,617.00	(\$1,038.00)	(2%)	\$32,239.28	\$37,832.88	\$42,465.00
EXPENSE GRAND TOTALS		\$42,579.00	\$43,617.00	(\$1,038.00)	(2%)	\$17,946.14	\$52,225.59	\$45,287.33
<b>Net Grand Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$14,293.14</b>	<b>(\$14,392.71)</b>	<b>(\$2,822.33)</b>





# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 530 - Edgewater Acres								
<b>REVENUE</b>								
<i>Charges for Services</i>								
5000.100	Domestic Water Service	49,600.00	48,850.00	750.00	2	24,810.00	44,865.00	40,100.00
5000.200	Domestic Water Usage	40,000.00	40,000.00	.00		28,040.59	38,014.55	45,813.99
5010.100	Domestic Sewer Service	137,600.00	133,000.00	4,600.00	3	66,806.00	128,697.00	123,552.00
5020	Additional Assessments	900.00	900.00	.00		450.00	900.00	900.00
5040	Hook-Ups	.00	.00	.00		.00	.00	2,575.00
5825	Future Capital Development Reven	.00	.00	.00		.00	.00	600.00
<i>Charges for Services Totals</i>		\$228,100.00	\$222,750.00	\$5,350.00	2%	\$120,106.59	\$212,476.55	\$213,540.99
<i>Interest &amp; Penalties</i>								
4710	Penalty/Fees	2,000.00	1,500.00	500.00	33	1,097.50	2,003.75	1,697.69
<i>Interest &amp; Penalties Totals</i>		\$2,000.00	\$1,500.00	\$500.00	33%	\$1,097.50	\$2,003.75	\$1,697.69
<i>Transfers In</i>								
5975.100	Transfers From (To) Reserve	(2,641.00)	(9,304.00)	6,663.00	(72)	.00	.00	.00
<i>Transfers In Totals</i>		(\$2,641.00)	(\$9,304.00)	\$6,663.00	(72%)	\$0.00	\$0.00	\$0.00
<i>Debt Service Revenue</i>								
5980	Front Foot/EDU Revenue	875.00	875.00	.00		437.12	874.24	874.24
<i>Debt Service Revenue Totals</i>		\$875.00	\$875.00	\$0.00	0%	\$437.12	\$874.24	\$874.24
<b>REVENUE TOTALS</b>		\$228,334.00	\$215,821.00	\$12,513.00	6%	\$121,641.21	\$215,354.54	\$216,112.92
<b>EXPENSE</b>								
<i>Personnel Services</i>								
6000.100	Personnel Services Salaries	500.00	500.00	.00		.00	533.11	546.49
6000.200	Personnel Services Salaries-Support Group	22,319.00	20,470.00	1,849.00	9	11,504.88	19,125.48	20,872.85
6000.300	Personnel Services Salaries-Construction	1,679.00	2,199.00	(520.00)	(24)	1,133.19	1,536.70	1,511.41
6000.400	Personnel Services Overtime Pay	2,500.00	500.00	2,000.00	400	.00	1,179.18	859.81
6010.100	Benefits Fica & Fringe Benefits	13,229.00	12,403.00	826.00	7	5,358.86	11,893.60	11,881.26
6010.900	Benefits OPEB contribution	1,838.00	1,436.00	402.00	28	.00	1,482.10	1,224.86
<i>Personnel Services Totals</i>		\$42,065.00	\$37,508.00	\$4,557.00	12%	\$17,996.93	\$35,750.17	\$36,896.68
<i>Supplies &amp; Materials</i>								
6100.010	Administrative Expense Administrative Expenses	1,505.00	1,505.00	.00		50.52	1,655.00	1,615.61
6110.090	Supplies & Equipment Computers & Printers	43.00	43.00	.00		.00	.00	.00
6110.340	Supplies & Equipment Safety Program Equipment	247.00	238.00	9.00	4	.00	116.63	108.95
6110.390	Supplies & Equipment Small Equipment	.00	.00	.00		.00	42.67	153.80
6150.050	Uniforms & Personal Equipment Uniforms	164.00	166.00	(2.00)	(1)	.00	166.16	142.05
6200.010	Other Supplies & Materials Lab Testing	2,200.00	2,200.00	.00		150.00	418.00	1,878.55



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 530 - Edgewater Acres								
EXPENSE								
Supplies & Materials								
6200.030	Other Supplies & Materials Testing Supplies	.00	.00	.00		227.87	209.91	.00
	<i>Supplies &amp; Materials Totals</i>	\$4,159.00	\$4,152.00	\$7.00	0%	\$428.39	\$2,608.37	\$3,898.96
Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	4,000.00	4,000.00	.00		1,298.85	2,106.56	1,676.29
6500.020	Systems Maintenance Water Plant/System Maint	6,500.00	6,500.00	.00		897.40	1,040.39	5,384.23
6530.100	Consulting Services Professional Fees	368.00	360.00	8.00	2	.00	345.00	315.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	4,758.00	2,125.00	2,633.00	124	.00	2,434.74	2,617.22
6550.020	Building Site Expenses Buildings & Grounds Maintenance	300.00	300.00	.00		.00	39.58	538.29
6550.060	Building Site Expenses Electricity	6,500.00	5,000.00	1,500.00	30	1,165.46	6,869.38	5,485.94
6550.270	Building Site Expenses Telephone	625.00	625.00	.00		311.80	603.48	410.99
6700.100	Other Maint. & Svcs Payment to Sewer Utility	76,000.00	75,000.00	1,000.00	1	37,878.47	73,764.69	73,769.35
6700.200	Other Maint. & Svcs Payment to Water Utility	67,000.00	66,000.00	1,000.00	2	28,965.36	75,716.91	49,656.32
6700.500	Other Maint. & Svcs Water & Wastewater Construction	1,033.00	1,222.00	(189.00)	(15)	.00	575.36	815.88
	<i>Maintenance &amp; Services Totals</i>	\$167,084.00	\$161,132.00	\$5,952.00	4%	\$70,517.34	\$163,496.09	\$140,669.51
Other Charges								
7000.060	Travel, Training & Expense Educational Training	217.00	175.00	42.00	24	.00	71.41	229.94
7170.010	Benefits & Insurance Allowance for COLA	1,384.00	.00	1,384.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	1,900.00	1,900.00	.00		1,719.25	1,735.20	1,714.12
	<i>Other Charges Totals</i>	\$3,501.00	\$2,075.00	\$1,426.00	69%	\$1,719.25	\$1,806.61	\$1,944.06
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	2,900.00	2,749.00	151.00	5	1,374.59	3,273.30	3,102.78
8010.040	Interfund Treasurer's Support - Fringe	1,300.00	1,236.00	64.00	5	617.77	1,469.70	1,338.54
8010.050	Interfund Public Works & Admin - Benefits	2,275.00	2,161.00	114.00	5	1,080.27	1,992.94	1,820.62
8010.060	Interfund Public Works & Admin - Salaries	5,050.00	4,808.00	242.00	5	2,403.84	4,438.62	4,220.26
	<i>Interfund Charges Totals</i>	\$11,525.00	\$10,954.00	\$571.00	5%	\$5,476.47	\$11,174.56	\$10,482.20
Capital Equipment								
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	4,370.00	4,370.00
	<i>Capital Equipment Totals</i>	\$0.00	\$0.00	\$0.00	+++	\$0.00	\$4,370.00	\$4,370.00
	<b>EXPENSE TOTALS</b>	<b>\$228,334.00</b>	<b>\$215,821.00</b>	<b>\$12,513.00</b>	<b>6%</b>	<b>\$96,138.38</b>	<b>\$219,205.80</b>	<b>\$198,261.41</b>
Fund 530 - Edgewater Acres Totals								
	<b>REVENUE TOTALS</b>	<b>\$228,334.00</b>	<b>\$215,821.00</b>	<b>\$12,513.00</b>	<b>6%</b>	<b>\$121,641.21</b>	<b>\$215,354.54</b>	<b>\$216,112.92</b>



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
	EXPENSE TOTALS	\$228,334.00	\$215,821.00	\$12,513.00	6%	\$96,138.38	\$219,205.80	\$198,261.41
Fund 530 - Edgewater Acres	Totals	\$0.00	\$0.00	\$0.00	+++	\$25,502.83	(\$3,851.26)	\$17,851.51
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$228,334.00	\$215,821.00	\$12,513.00	6%	\$121,641.21	\$215,354.54	\$216,112.92
	EXPENSE GRAND TOTALS	\$228,334.00	\$215,821.00	\$12,513.00	6%	\$96,138.38	\$219,205.80	\$198,261.41
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	\$25,502.83	(\$3,851.26)	\$17,851.51



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
<b>Fund 535 - Landings</b>								
<b>REVENUE</b>								
<i>Charges for Services</i>								
5000.100	Domestic Water Service	35,620.00	30,000.00	5,620.00	19	15,193.00	28,442.50	26,446.00
5000.200	Domestic Water Usage	5,500.00	7,000.00	(1,500.00)	(21)	2,568.94	4,165.78	5,212.99
5010.100	Domestic Sewer Service	79,400.00	79,000.00	400.00	1	39,705.00	74,280.00	69,000.00
5010.200	Domestic Sewer Usage	10,500.00	12,000.00	(1,500.00)	(13)	6,352.30	9,650.98	10,581.46
5020	Additional Assessments	182,160.00	174,000.00	8,160.00	5	87,120.00	166,425.00	158,450.00
5040	Hook-Ups	.00	.00	.00		.00	5,100.00	2,550.00
5825	Future Capital Development Reven	.00	.00	.00		.00	1,200.00	600.00
<i>Charges for Services Totals</i>		\$313,180.00	\$302,000.00	\$11,180.00	4%	\$150,939.24	\$289,264.26	\$272,840.45
<i>Interest &amp; Penalties</i>								
4710	Penalty/Fees	5,000.00	5,000.00	.00		2,227.30	4,290.59	5,346.30
<i>Interest &amp; Penalties Totals</i>		\$5,000.00	\$5,000.00	\$0.00	0%	\$2,227.30	\$4,290.59	\$5,346.30
<i>Other Revenue</i>								
5042	Equity Contribution	.00	.00	.00		.00	18,291.00	.00
5850	Other Revenue	.00	.00	.00		170.18	12,260.71	249.11
<i>Other Revenue Totals</i>		\$0.00	\$0.00	\$0.00	+++	\$170.18	\$30,551.71	\$249.11
<i>Transfers In</i>								
5975.100	Transfers From (To) Reserve	120,444.00	53,736.00	66,708.00	124	.00	.00	.00
<i>Transfers In Totals</i>		\$120,444.00	\$53,736.00	\$66,708.00	124%	\$0.00	\$0.00	\$0.00
<b>REVENUE TOTALS</b>		<b>\$438,624.00</b>	<b>\$360,736.00</b>	<b>\$77,888.00</b>	<b>22%</b>	<b>\$153,336.72</b>	<b>\$324,106.56</b>	<b>\$278,435.86</b>
<b>EXPENSE</b>								
<i>Personnel Services</i>								
6000.100	Personnel Services Salaries	4,000.00	3,000.00	1,000.00	33	1,517.16	4,059.75	3,331.20
6000.200	Personnel Services Salaries-Support Group	103,011.00	96,618.00	6,393.00	7	43,306.48	98,632.49	91,844.23
6000.300	Personnel Services Salaries-Construction	2,519.00	4,947.00	(2,428.00)	(49)	1,321.64	1,823.32	2,120.94
6000.400	Personnel Services Overtime Pay	2,500.00	2,500.00	.00		1,647.22	3,560.07	2,273.42
6010.100	Benefits Fica & Fringe Benefits	58,346.00	55,886.00	2,460.00	4	20,889.70	54,093.19	48,070.05
6010.900	Benefits OPEB contribution	8,222.00	6,370.00	1,852.00	29	.00	7,241.05	5,149.21
<i>Personnel Services Totals</i>		\$178,598.00	\$169,321.00	\$9,277.00	5%	\$68,682.20	\$169,409.87	\$152,789.05
<i>Supplies &amp; Materials</i>								
6100.010	Administrative Expense Administrative Expenses	1,237.00	1,237.00	.00		32.98	1,320.46	1,451.85
6110.060	Supplies & Equipment Chemicals	50,000.00	40,000.00	10,000.00	25	23,194.47	49,264.95	41,927.49
6110.090	Supplies & Equipment Computers & Printers	204.00	204.00	.00		.00	.00	.00
6110.340	Supplies & Equipment Safety Program Equipment	1,140.00	1,121.00	19.00	2	76.50	1,301.85	479.67



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
<b>Fund 535 - Landings</b>								
<b>EXPENSE</b>								
<i>Supplies &amp; Materials</i>								
6110.390	Supplies & Equipment Small Equipment	.00	5,800.00	(5,800.00)	(100)	.00	220.22	16,560.11
6110.420	Supplies & Equipment Tools & Supplies	300.00	300.00	.00		112.64	140.48	172.85
6150.050	Uniforms & Personal Equipment Uniforms	756.00	785.00	(29.00)	(4)	.00	857.53	625.41
6200.010	Other Supplies & Materials Lab Testing	6,000.00	6,000.00	.00		2,109.00	5,670.40	5,380.58
6200.030	Other Supplies & Materials Testing Supplies	3,000.00	3,000.00	.00		1,156.31	1,652.27	2,025.13
<i>Supplies &amp; Materials Totals</i>		<b>\$62,637.00</b>	<b>\$58,447.00</b>	<b>\$4,190.00</b>	<b>7%</b>	<b>\$26,681.90</b>	<b>\$60,428.16</b>	<b>\$68,623.09</b>
<i>Maintenance &amp; Services</i>								
6500.010	Systems Maintenance Collection System Maintenance	2,000.00	2,000.00	.00		318.93	1,775.57	1,340.59
6500.020	Systems Maintenance Water Plant/System Maint	10,000.00	6,000.00	4,000.00	67	3,882.30	15,329.33	10,557.32
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	78,000.00	40,000.00	38,000.00	95	32,193.74	23,633.46	61,222.95
6500.040	Systems Maintenance WWW Paving	500.00	500.00	.00		.00	89.43	.00
6530.100	Consulting Services Professional Fees	270.00	264.00	6.00	2	.00	9,379.90	231.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	21,960.00	10,030.00	11,930.00	119	.00	12,384.50	11,440.41
6550.020	Building Site Expenses Buildings & Grounds Maintenance	3,000.00	3,000.00	.00		866.36	1,132.51	1,083.93
6550.060	Building Site Expenses Electricity	60,000.00	55,000.00	5,000.00	9	17,358.00	59,779.00	58,387.52
6550.270	Building Site Expenses Telephone	2,000.00	2,000.00	.00		647.77	1,235.24	1,147.67
6700.500	Other Maint. & Svcs Water & Wastewater Construction	1,549.00	2,750.00	(1,201.00)	(44)	.00	682.68	.00
6700.650	Other Maint. & Svcs Tipping Fees	1,000.00	1,000.00	.00		.00	1,958.40	5,292.00
<i>Maintenance &amp; Services Totals</i>		<b>\$180,279.00</b>	<b>\$122,544.00</b>	<b>\$57,735.00</b>	<b>47%</b>	<b>\$55,267.10</b>	<b>\$127,380.02</b>	<b>\$150,703.39</b>
<i>Other Charges</i>								
7000.060	Travel, Training & Expense Educational Training	1,002.00	826.00	176.00	21	.00	368.56	2,157.28
7170.010	Benefits & Insurance Allowance for COLA	6,143.00	.00	6,143.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	2,000.00	2,000.00	.00		1,272.62	1,742.42	1,553.13
<i>Other Charges Totals</i>		<b>\$9,145.00</b>	<b>\$2,826.00</b>	<b>\$6,319.00</b>	<b>224%</b>	<b>\$1,272.62</b>	<b>\$2,110.98</b>	<b>\$3,710.41</b>
<i>Interfund Charges</i>								
8010.030	Interfund Treasurer's Support - Salary	2,080.00	1,793.00	287.00	16	896.49	2,063.60	1,956.10
8010.040	Interfund Treasurer's Support - Fringe	930.00	806.00	124.00	15	402.88	926.56	843.86
8010.050	Interfund Public Works & Admin - Benefits	1,535.00	1,550.00	(15.00)	(1)	774.99	1,429.72	1,306.10
8010.060	Interfund Public Works & Admin - Salaries	3,420.00	3,449.00	(29.00)	(1)	1,724.48	3,184.22	3,027.58
<i>Interfund Charges Totals</i>		<b>\$7,965.00</b>	<b>\$7,598.00</b>	<b>\$367.00</b>	<b>5%</b>	<b>\$3,798.84</b>	<b>\$7,604.10</b>	<b>\$7,133.64</b>



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 535 - Landings								
EXPENSE								
Capital Equipment								
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	239,245.00	231,475.00
	Capital Equipment Totals	\$0.00	\$0.00	\$0.00	+++	\$0.00	\$239,245.00	\$231,475.00
	EXPENSE TOTALS	\$438,624.00	\$360,736.00	\$77,888.00	22%	\$155,702.66	\$606,178.13	\$614,434.58
Fund 535 - Landings Totals								
	REVENUE TOTALS	\$438,624.00	\$360,736.00	\$77,888.00	22%	\$153,336.72	\$324,106.56	\$278,435.86
	EXPENSE TOTALS	\$438,624.00	\$360,736.00	\$77,888.00	22%	\$155,702.66	\$606,178.13	\$614,434.58
Fund 535 - Landings Totals		\$0.00	\$0.00	\$0.00	+++	(\$2,365.94)	(\$282,071.57)	(\$335,998.72)
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$438,624.00	\$360,736.00	\$77,888.00	22%	\$153,336.72	\$324,106.56	\$278,435.86
	EXPENSE GRAND TOTALS	\$438,624.00	\$360,736.00	\$77,888.00	22%	\$155,702.66	\$606,178.13	\$614,434.58
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	(\$2,365.94)	(\$282,071.57)	(\$335,998.72)





# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 540	Lighthouse Sound							
REVENUE								
Charges for Services								
5010.100	Domestic Sewer Service	89,440.00	87,000.00	2,440.00	3	43,680.00	87,360.00	87,360.00
5020	Additional Assessments	10,400.00	8,800.00	1,600.00	18	4,420.00	8,840.00	8,840.00
Charges for Services Totals		\$99,840.00	\$95,800.00	\$4,040.00	4%	\$48,100.00	\$96,200.00	\$96,200.00
Interest & Penalties								
4710	Penalty/Fees	700.00	700.00	.00		281.81	637.03	713.62
Interest & Penalties Totals		\$700.00	\$700.00	\$0.00	0%	\$281.81	\$637.03	\$713.62
Other Revenue								
5850	Other Revenue	.00	.00	.00		148.73	310.39	229.08
Other Revenue Totals		\$0.00	\$0.00	\$0.00	+++	\$148.73	\$310.39	\$229.08
Transfers In								
5975.100	Transfers From (To) Reserve	(4,515.00)	1,887.00	(6,402.00)	(339)	.00	.00	.00
Transfers In Totals		(\$4,515.00)	\$1,887.00	(\$6,402.00)	(339%)	\$0.00	\$0.00	\$0.00
REVENUE TOTALS		\$96,025.00	\$98,387.00	(\$2,362.00)	(2%)	\$48,530.54	\$97,147.42	\$97,142.70
EXPENSE								
Personnel Services								
6000.100	Personnel Services Salaries	2,000.00	1,500.00	500.00	33	1,313.44	2,690.69	1,599.95
6000.200	Personnel Services Salaries-Support Group	23,177.00	25,383.00	(2,206.00)	(9)	13,907.59	18,698.71	18,825.55
6000.300	Personnel Services Salaries-Construction	2,519.00	3,298.00	(779.00)	(24)	1,007.02	1,682.10	2,070.64
6000.400	Personnel Services Overtime Pay	1,000.00	1,000.00	.00		447.63	955.26	788.82
6010.100	Benefits Fica & Fringe Benefits	14,978.00	15,881.00	(903.00)	(6)	7,489.41	12,809.43	11,802.52
6010.900	Benefits OPEB contribution	2,117.00	1,792.00	325.00	18	.00	1,459.48	1,141.68
Personnel Services Totals		\$45,791.00	\$48,854.00	(\$3,063.00)	(6%)	\$24,165.09	\$38,295.67	\$36,229.16
Supplies & Materials								
6100.010	Administrative Expense Administrative Expenses	602.00	602.00	.00		91.34	740.56	626.37
6110.060	Supplies & Equipment Chemicals	6,000.00	6,000.00	.00		3,228.75	6,316.12	4,872.62
6110.090	Supplies & Equipment Computers & Printers	54.00	54.00	.00		.00	.00	.00
6110.340	Supplies & Equipment Safety Program Equipment	257.00	295.00	(38.00)	(13)	.00	113.90	98.17
6110.390	Supplies & Equipment Small Equipment	.00	.00	.00		.00	41.67	138.57
6150.050	Uniforms & Personal Equipment Uniforms	170.00	206.00	(36.00)	(17)	.00	162.26	127.99
6200.010	Other Supplies & Materials Lab Testing	5,000.00	5,000.00	.00		2,552.57	3,962.00	2,728.00
Supplies & Materials Totals		\$12,083.00	\$12,157.00	(\$74.00)	(1%)	\$5,872.66	\$11,336.51	\$8,591.72
Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	5,500.00	5,500.00	.00		1,057.66	772.11	6,629.57



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 540 - Lighthouse Sound								
EXPENSE								
Maintenance & Services								
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	5,000.00	8,500.00	(3,500.00)	(41)	1,915.76	2,689.26	2,085.50
6530.100	Consulting Services Professional Fees	147.00	144.00	3.00	2	.00	138.00	126.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	4,941.00	2,635.00	2,306.00	88	.00	2,381.33	2,378.41
6550.020	Building Site Expenses Buildings & Grounds Maintenance	500.00	500.00	.00		.00	.00	85.38
6550.060	Building Site Expenses Electricity	13,500.00	13,000.00	500.00	4	6,148.56	13,720.83	12,860.42
6550.270	Building Site Expenses Telephone	800.00	800.00	.00		316.00	605.66	735.78
6700.500	Other Maint. & Svcs Water & Wastewater Construction	1,549.00	1,833.00	(284.00)	(15)	.00	629.80	1,117.76
	Maintenance & Services Totals	\$31,937.00	\$32,912.00	(\$975.00)	(3%)	\$9,437.98	\$20,936.99	\$26,018.82
Other Charges								
7000.060	Travel, Training & Expense Educational Training	225.00	217.00	8.00	4	.00	69.74	207.18
7170.010	Benefits & Insurance Allowance for COLA	1,564.00	.00	1,564.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	1,000.00	1,000.00	.00		409.77	507.09	492.26
	Other Charges Totals	\$2,789.00	\$1,217.00	\$1,572.00	129%	\$409.77	\$576.83	\$699.44
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	1,250.00	1,195.00	55.00	5	597.69	1,352.04	1,281.59
8010.040	Interfund Treasurer's Support - Fringe	575.00	537.00	38.00	7	268.58	607.06	552.87
8010.050	Interfund Public Works & Admin - Benefits	500.00	470.00	30.00	6	234.84	433.24	395.79
8010.060	Interfund Public Works & Admin - Salaries	1,100.00	1,045.00	55.00	5	522.57	964.92	917.45
	Interfund Charges Totals	\$3,425.00	\$3,247.00	\$178.00	5%	\$1,623.68	\$3,357.26	\$3,147.70
	EXPENSE TOTALS	\$96,025.00	\$98,387.00	(\$2,362.00)	(2%)	\$41,509.18	\$74,503.26	\$74,686.84
Fund 540 - Lighthouse Sound Totals								
	REVENUE TOTALS	\$96,025.00	\$98,387.00	(\$2,362.00)	(2%)	\$48,530.54	\$97,147.42	\$97,142.70
	EXPENSE TOTALS	\$96,025.00	\$98,387.00	(\$2,362.00)	(2%)	\$41,509.18	\$74,503.26	\$74,686.84
Fund 540 - Lighthouse Sound Totals		\$0.00	\$0.00	\$0.00	+++	\$7,021.36	\$22,644.16	\$22,455.86
Net Grand Totals								
	REVENUE GRAND TOTALS	\$96,025.00	\$98,387.00	(\$2,362.00)	(2%)	\$48,530.54	\$97,147.42	\$97,142.70
	EXPENSE GRAND TOTALS	\$96,025.00	\$98,387.00	(\$2,362.00)	(2%)	\$41,509.18	\$74,503.26	\$74,686.84
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	\$7,021.36	\$22,644.16	\$22,455.86



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
<b>Fund 545 - Mystic Harbour</b>								
<b>REVENUE</b>								
<i>Charges for Services</i>								
5000.100	Domestic Water Service	277,000.00	265,000.00	12,000.00	5	135,048.00	258,066.00	230,083.00
5000.200	Domestic Water Usage	62,000.00	65,000.00	(3,000.00)	(5)	35,709.77	58,056.30	56,534.42
5005.100	Commercial Water Service	52,430.00	48,500.00	3,930.00	8	24,748.50	43,955.50	30,370.75
5005.200	Commercial Water Usage	42,000.00	34,000.00	8,000.00	24	26,423.38	41,090.11	28,955.91
5010.100	Domestic Sewer Service	373,770.00	362,000.00	11,770.00	3	181,692.00	351,035.25	317,550.00
5010.200	Domestic Sewer Usage	61,000.00	65,000.00	(4,000.00)	(6)	34,922.88	56,848.28	55,819.25
5015.100	Commercial Sewer Service	36,380.00	34,000.00	2,380.00	7	16,041.00	25,432.50	14,388.57
5015.200	Commercial Sewer Usage	118,000.00	118,000.00	.00		38,234.53	47,024.88	34,852.45
5020.100	Additional Assessments Water Accessibility	65,000.00	60,000.00	5,000.00	8	33,637.50	69,100.00	45,050.00
5020.200	Additional Assessments Sewer Accessibility	79,500.00	79,500.00	.00		103,050.00	166,500.00	70,425.00
5040	Hook-Ups	40,000.00	30,000.00	10,000.00	33	35,308.00	32,082.56	46,469.00
5825	Future Capital Development Reven	.00	.00	.00		21,500.00	87,600.00	72,500.00
<i>Charges for Services Totals</i>		<b>\$1,207,080.00</b>	<b>\$1,161,000.00</b>	<b>\$46,080.00</b>	<b>4%</b>	<b>\$686,315.56</b>	<b>\$1,236,791.38</b>	<b>\$1,002,998.35</b>
<i>Interest &amp; Penalties</i>								
4700	Interest On Investments	.00	.00	.00		44.40	1,407.46	11.05
4710	Penalty/Fees	15,000.00	14,000.00	1,000.00	7	10,878.37	14,793.38	13,566.88
<i>Interest &amp; Penalties Totals</i>		<b>\$15,000.00</b>	<b>\$14,000.00</b>	<b>\$1,000.00</b>	<b>7%</b>	<b>\$10,922.77</b>	<b>\$16,200.84</b>	<b>\$13,577.93</b>
<i>Other Revenue</i>								
5042	Equity Contribution	.00	.00	.00		131,320.00	131,344.00	1,121,760.00
5850	Other Revenue	.00	.00	.00		1,967.52	512,847.32	2,959.50
<i>Other Revenue Totals</i>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>+++</b>	<b>\$133,287.52</b>	<b>\$644,191.32</b>	<b>\$1,124,719.50</b>
<i>Transfers In</i>								
5975.100	Transfers From (To) Reserve	186,667.00	98,272.00	88,395.00	90	.00	.00	.00
5975.200	Transfers From Other Funds	.00	.00	.00		.00	.00	1,224,075.52
<i>Transfers In Totals</i>		<b>\$186,667.00</b>	<b>\$98,272.00</b>	<b>\$88,395.00</b>	<b>90%</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,224,075.52</b>
<b>REVENUE TOTALS</b>		<b>\$1,408,747.00</b>	<b>\$1,273,272.00</b>	<b>\$135,475.00</b>	<b>11%</b>	<b>\$830,525.85</b>	<b>\$1,897,183.54</b>	<b>\$3,365,371.30</b>
<b>EXPENSE</b>								
<i>Personnel Services</i>								
6000.100	Personnel Services Salaries	10,000.00	10,000.00	.00		4,518.90	11,311.24	11,350.10
6000.200	Personnel Services Salaries-Support Group	246,369.00	245,639.00	730.00		109,158.81	216,278.64	207,301.52
6000.300	Personnel Services Salaries-Construction	18,693.00	23,240.00	(4,547.00)	(20)	7,546.80	17,147.69	13,687.97
6000.400	Personnel Services Overtime Pay	10,000.00	10,000.00	.00		5,089.15	11,302.42	12,188.79
6010.100	Benefits Fica & Fringe Benefits	148,533.00	145,915.00	2,618.00	2	46,998.99	132,657.49	116,535.89

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 545 - Mystic Harbour								
EXPENSE								
Personnel Services								
6010.900	Benefits OPEB contribution	20,550.00	16,590.00	3,960.00	24	.00	16,742.61	12,089.14
	<i>Personnel Services Totals</i>	<i>\$454,145.00</i>	<i>\$451,384.00</i>	<i>\$2,761.00</i>	<i>1%</i>	<i>\$173,312.65</i>	<i>\$405,440.09</i>	<i>\$373,153.41</i>
Supplies & Materials								
6100.010	Administrative Expense Administrative Expenses	12,035.00	11,555.00	480.00	4	400.43	13,487.69	12,385.22
6110.060	Supplies & Equipment Chemicals	180,000.00	180,000.00	.00		66,497.82	184,609.65	178,998.33
6110.340	Supplies & Equipment Safety Program Equipment	2,727.00	2,850.00	(123.00)	(4)	76.50	2,337.38	1,252.63
6110.390	Supplies & Equipment Small Equipment	1,500.00	9,500.00	(8,000.00)	(84)	.00	1,347.97	17,451.91
6110.420	Supplies & Equipment Tools & Supplies	3,000.00	3,000.00	.00		385.30	2,990.16	4,887.28
6150.050	Uniforms & Personal Equipment Uniforms	1,808.00	1,995.00	(187.00)	(9)	.00	1,878.71	1,410.27
6200.010	Other Supplies & Materials Lab Testing	10,000.00	10,000.00	.00		1,787.00	7,596.15	6,227.86
6200.030	Other Supplies & Materials Testing Supplies	10,000.00	10,000.00	.00		4,135.52	6,804.36	7,199.63
	<i>Supplies &amp; Materials Totals</i>	<i>\$221,070.00</i>	<i>\$228,900.00</i>	<i>(\$7,830.00)</i>	<i>(3%)</i>	<i>\$73,282.57</i>	<i>\$221,052.07</i>	<i>\$229,813.13</i>
Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	37,000.00	37,000.00	.00		19,736.26	39,898.48	18,196.80
6500.020	Systems Maintenance Water Plant/System Maint	125,500.00	116,500.00	9,000.00	8	50,902.66	120,678.49	91,820.06
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	79,000.00	45,000.00	34,000.00	76	44,748.89	71,597.64	42,968.95
6500.040	Systems Maintenance WWW Paving	2,000.00	1,000.00	1,000.00	100	1,351.65	1,745.29	755.21
6530.100	Consulting Services Professional Fees	2,573.00	2,520.00	53.00	2	.00	2,415.00	2,205.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	52,521.00	25,500.00	27,021.00	106	.00	27,169.42	25,792.97
6550.020	Building Site Expenses Buildings & Grounds Maintenance	10,000.00	10,000.00	.00		1,553.86	13,811.99	13,132.39
6550.060	Building Site Expenses Electricity	200,000.00	180,000.00	20,000.00	11	73,033.79	200,331.95	179,707.64
6550.270	Building Site Expenses Telephone	7,000.00	6,000.00	1,000.00	17	2,531.99	6,203.50	6,596.10
6700.100	Other Maint. & Svcs Payment to Sewer Utility	50,000.00	50,000.00	.00		81,186.70	102,503.04	108,217.59
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	1,000.00	1,000.00	.00		79.05	.00	241.85
6700.500	Other Maint. & Svcs Water & Wastewater Construction	9,038.00	10,694.00	(1,656.00)	(15)	.00	6,420.31	7,388.97
6700.650	Other Maint. & Svcs Tipping Fees	4,000.00	4,000.00	.00		.00	9,107.20	3,195.20
	<i>Maintenance &amp; Services Totals</i>	<i>\$579,632.00</i>	<i>\$489,214.00</i>	<i>\$90,418.00</i>	<i>18%</i>	<i>\$275,124.85</i>	<i>\$601,882.31</i>	<i>\$500,218.73</i>
Other Charges								
7000.060	Travel, Training & Expense Educational Training	2,396.00	2,100.00	296.00	14	.00	807.47	2,282.78
7170.010	Benefits & Insurance Allowance for COLA	15,504.00	.00	15,504.00		.00	.00	.00



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 545 - Mystic Harbour								
EXPENSE								
Other Charges								
7170.100	Benefits & Insurance Property & Liability Insurance	16,500.00	16,500.00	.00		14,431.23	13,753.26	13,568.21
7200.010	Bond & Interest Expense Interest Expense	.00	.00	.00		.00	9,681.60	.00
	Other Charges Totals	\$34,400.00	\$18,600.00	\$15,800.00	85%	\$14,431.23	\$24,242.33	\$15,850.99
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	19,500.00	18,527.00	973.00	5	9,263.74	21,988.02	20,842.58
8010.040	Interfund Treasurer's Support - Fringe	8,750.00	8,326.00	424.00	5	4,163.13	9,872.62	8,991.49
8010.050	Interfund Public Works & Admin - Benefits	19,000.00	18,083.00	917.00	5	9,041.50	15,163.74	13,852.55
8010.060	Interfund Public Works & Admin - Salaries	42,250.00	40,238.00	2,012.00	5	20,119.05	33,772.22	32,110.70
	Interfund Charges Totals	\$89,500.00	\$85,174.00	\$4,326.00	5%	\$42,587.42	\$80,796.60	\$75,797.32
Capital Equipment								
9010.090	Capital Equipment Other WWW Equipment	30,000.00	.00	30,000.00		.00	.00	.00
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	509,408.00	425,900.00
	Capital Equipment Totals	\$30,000.00	\$0.00	\$30,000.00	+++	\$0.00	\$509,408.00	\$425,900.00
	EXPENSE TOTALS	\$1,408,747.00	\$1,273,272.00	\$135,475.00	11%	\$578,738.72	\$1,842,821.40	\$1,620,733.58
Fund 545 - Mystic Harbour Totals								
	REVENUE TOTALS	\$1,408,747.00	\$1,273,272.00	\$135,475.00	11%	\$830,525.85	\$1,897,183.54	\$3,365,371.30
	EXPENSE TOTALS	\$1,408,747.00	\$1,273,272.00	\$135,475.00	11%	\$578,738.72	\$1,842,821.40	\$1,620,733.58
Fund 545 - Mystic Harbour Totals		\$0.00	\$0.00	\$0.00	+++	\$251,787.13	\$54,362.14	\$1,744,637.72
Net Grand Totals								
	REVENUE GRAND TOTALS	\$1,408,747.00	\$1,273,272.00	\$135,475.00	11%	\$830,525.85	\$1,897,183.54	\$3,365,371.30
	EXPENSE GRAND TOTALS	\$1,408,747.00	\$1,273,272.00	\$135,475.00	11%	\$578,738.72	\$1,842,821.40	\$1,620,733.58
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	\$251,787.13	\$54,362.14	\$1,744,637.72



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 550 - Newark								
REVENUE								
Charges for Services								
5000.100	Domestic Water Service	38,550.00	38,550.00	.00		19,224.00	38,448.00	34,790.00
5000.200	Domestic Water Usage	10,000.00	9,000.00	1,000.00	11	4,413.08	10,282.54	10,758.19
5005.100	Commercial Water Service	5,320.00	5,100.00	220.00	4	2,660.00	5,320.00	4,608.00
5005.200	Commercial Water Usage	6,500.00	6,000.00	500.00	8	3,030.79	6,989.29	6,556.20
5010.100	Domestic Sewer Service	34,600.00	34,700.00	(100.00)		17,280.00	34,560.00	31,262.00
5010.200	Domestic Sewer Usage	9,000.00	8,000.00	1,000.00	13	3,651.00	9,276.07	9,104.68
5015.100	Commercial Sewer Service	23,940.00	23,800.00	140.00	1	11,970.00	23,940.00	21,504.00
5015.200	Commercial Sewer Usage	7,000.00	6,500.00	500.00	8	3,151.19	7,515.61	6,694.10
5040	Hook-Ups	.00	.00	.00		5,156.00	.00	2,550.00
5825	Future Capital Development Reven	.00	.00	.00		600.00	.00	600.00
	<i>Charges for Services Totals</i>	\$134,910.00	\$131,650.00	\$3,260.00	2%	\$71,136.06	\$136,331.51	\$128,427.17
Interest & Penalties								
4710	Penalty/Fees	2,500.00	2,500.00	.00		880.70	2,480.84	2,426.97
	<i>Interest &amp; Penalties Totals</i>	\$2,500.00	\$2,500.00	\$0.00	0%	\$880.70	\$2,480.84	\$2,426.97
Other Revenue								
5042	Equity Contribution	.00	.00	.00		8,156.00	.00	.00
5850	Other Revenue	24,000.00	18,000.00	6,000.00	33	171.89	304.90	218.89
	<i>Other Revenue Totals</i>	\$24,000.00	\$18,000.00	\$6,000.00	33%	\$8,327.89	\$304.90	\$218.89
Transfers In								
5975.100	Transfers From (To) Reserve	(16,585.00)	(16,226.00)	(359.00)	2	.00	.00	.00
	<i>Transfers In Totals</i>	(\$16,585.00)	(\$16,226.00)	(\$359.00)	2%	\$0.00	\$0.00	\$0.00
	<b>REVENUE TOTALS</b>	<b>\$144,825.00</b>	<b>\$135,924.00</b>	<b>\$8,901.00</b>	<b>7%</b>	<b>\$80,344.65</b>	<b>\$139,117.25</b>	<b>\$131,073.03</b>
EXPENSE								
Personnel Services								
6000.100	Personnel Services Salaries	3,000.00	3,000.00	.00		2,792.48	2,829.13	2,908.95
6000.200	Personnel Services Salaries-Support Group	38,629.00	36,027.00	2,602.00	7	15,351.71	32,708.82	33,112.75
6000.300	Personnel Services Salaries-Construction	4,198.00	4,947.00	(749.00)	(15)	40.77	2,079.36	5,132.31
6000.400	Personnel Services Overtime Pay	1,000.00	1,000.00	.00		.00	579.38	897.16
6010.100	Benefits Fica & Fringe Benefits	24,747.00	23,978.00	769.00	3	7,762.89	21,128.71	22,095.46
6010.900	Benefits OPEB contribution	3,505.00	2,568.00	937.00	36	.00	2,498.12	2,087.53
	<i>Personnel Services Totals</i>	\$75,079.00	\$71,520.00	\$3,559.00	5%	\$25,947.85	\$61,823.52	\$66,234.16
Supplies & Materials								
6100.010	Administrative Expense Administrative Expenses	1,036.00	886.00	150.00	17	24.18	1,172.63	910.22





# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 550 - Newark								
EXPENSE								
Supplies & Materials								
6110.060	Supplies & Equipment Chemicals	10,000.00	10,000.00	.00		2,615.50	4,448.75	7,015.56
6110.090	Supplies & Equipment Computers & Printers	.00	76.00	(76.00)	(100)	.00	.00	.00
6110.340	Supplies & Equipment Safety Program Equipment	428.00	418.00	10.00	2	.00	199.48	172.61
6110.390	Supplies & Equipment Small Equipment	.00	.00	.00		.00	72.98	243.66
6150.050	Uniforms & Personal Equipment Uniforms	284.00	293.00	(9.00)	(3)	.00	284.17	225.05
6200.010	Other Supplies & Materials Lab Testing	2,700.00	2,700.00	.00		900.00	2,723.60	6,823.10
6200.030	Other Supplies & Materials Testing Supplies	2,000.00	2,000.00	.00		587.55	396.68	666.83
	<i>Supplies &amp; Materials Totals</i>	<b>\$16,448.00</b>	<b>\$16,373.00</b>	<b>\$75.00</b>	<b>0%</b>	<b>\$4,127.23</b>	<b>\$9,298.29</b>	<b>\$16,057.03</b>
Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	2,000.00	2,000.00	.00		583.81	844.63	5,249.30
6500.020	Systems Maintenance Water Plant/System Maint	8,000.00	8,000.00	.00		2,128.63	7,331.60	5,880.68
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	5,000.00	5,000.00	.00		91.14	5,031.33	2,819.68
6530.100	Consulting Services Professional Fees	196.00	192.00	4.00	2	.00	363.14	168.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	8,235.00	3,740.00	4,495.00	120	.00	4,053.27	4,231.45
6550.020	Building Site Expenses Buildings & Grounds Maintenance	1,000.00	1,000.00	.00		41.57	159.84	1,147.28
6550.060	Building Site Expenses Electricity	16,000.00	18,000.00	(2,000.00)	(11)	4,388.08	13,705.94	15,035.97
6550.270	Building Site Expenses Telephone	400.00	400.00	.00		176.31	322.62	346.99
6700.500	Other Maint. & Svcs Water & Wastewater Construction	2,582.00	2,750.00	(168.00)	(6)	.00	778.54	2,770.50
	<i>Maintenance &amp; Services Totals</i>	<b>\$43,413.00</b>	<b>\$41,082.00</b>	<b>\$2,331.00</b>	<b>6%</b>	<b>\$7,409.54</b>	<b>\$32,590.91</b>	<b>\$37,649.85</b>
Other Charges								
7000.060	Travel, Training & Expense Educational Training	376.00	308.00	68.00	22	.00	122.14	364.30
7170.010	Benefits & Insurance Allowance for COLA	2,589.00	.00	2,589.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	1,100.00	1,100.00	.00		901.67	1,051.99	1,031.84
	<i>Other Charges Totals</i>	<b>\$4,065.00</b>	<b>\$1,408.00</b>	<b>\$2,657.00</b>	<b>189%</b>	<b>\$901.67</b>	<b>\$1,174.13</b>	<b>\$1,396.14</b>
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	1,380.00	1,315.00	65.00	5	657.43	1,565.46	1,483.94
8010.040	Interfund Treasurer's Support - Fringe	620.00	591.00	29.00	5	295.44	702.90	640.17
8010.050	Interfund Public Works & Admin - Benefits	1,185.00	1,127.00	58.00	5	563.63	1,039.80	949.90
8010.060	Interfund Public Works & Admin - Salaries	2,635.00	2,508.00	127.00	5	1,254.17	2,315.80	2,201.87
	<i>Interfund Charges Totals</i>	<b>\$5,820.00</b>	<b>\$5,541.00</b>	<b>\$279.00</b>	<b>5%</b>	<b>\$2,770.67</b>	<b>\$5,623.96</b>	<b>\$5,275.88</b>



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 550 - Newark								
	EXPENSE							
	Capital Equipment							
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	28,716.00	28,716.00
	Capital Equipment Totals	\$0.00	\$0.00	\$0.00	+++	\$0.00	\$28,716.00	\$28,716.00
	EXPENSE TOTALS	\$144,825.00	\$135,924.00	\$8,901.00	7%	\$41,156.96	\$139,226.81	\$155,329.06
Fund 550 - Newark Totals								
	REVENUE TOTALS	\$144,825.00	\$135,924.00	\$8,901.00	7%	\$80,344.65	\$139,117.25	\$131,073.03
	EXPENSE TOTALS	\$144,825.00	\$135,924.00	\$8,901.00	7%	\$41,156.96	\$139,226.81	\$155,329.06
Fund 550 - Newark Totals		\$0.00	\$0.00	\$0.00	+++	\$39,187.69	(\$109.56)	(\$24,256.03)
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$144,825.00	\$135,924.00	\$8,901.00	7%	\$80,344.65	\$139,117.25	\$131,073.03
	EXPENSE GRAND TOTALS	\$144,825.00	\$135,924.00	\$8,901.00	7%	\$41,156.96	\$139,226.81	\$155,329.06
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	\$39,187.69	(\$109.56)	(\$24,256.03)



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 570 - Riddle Farm								
REVENUE								
Gain/Loss on Disposal of Assets								
4600	Sale Of Fixed Assets	.00	.00	.00		.00	(11,908.95)	.00
	Gain/Loss on Disposal of Assets Totals	\$0.00	\$0.00	\$0.00	+++	\$0.00	(\$11,908.95)	\$0.00
Charges for Services								
5000.100	Domestic Water Service	80,750.00	66,650.00	14,100.00	21	36,900.00	68,437.50	58,947.50
5000.200	Domestic Water Usage	20,000.00	16,500.00	3,500.00	21	13,160.01	20,046.27	14,869.84
5005.100	Commercial Water Service	3,000.00	2,200.00	800.00	36	1,397.00	2,540.00	1,731.00
5005.200	Commercial Water Usage	3,500.00	2,750.00	750.00	27	1,852.56	3,654.44	2,841.21
5010.100	Domestic Sewer Service	242,750.00	200,000.00	42,750.00	21	110,455.00	204,772.50	176,332.50
5010.200	Domestic Sewer Usage	55,000.00	50,000.00	5,000.00	10	39,165.41	54,035.19	44,605.87
5015.100	Commercial Sewer Service	8,320.00	6,050.00	2,270.00	38	3,894.00	7,080.00	4,719.00
5015.200	Commercial Sewer Usage	10,000.00	8,750.00	1,250.00	14	5,341.65	10,704.54	8,283.27
5020	Additional Assessments	135,000.00	150,000.00	(15,000.00)	(10)	71,260.00	158,770.00	109,800.00
5040	Hook-Ups	.00	.00	.00		29,687.00	2,550.00	.00
5825	Future Capital Development Reven	.00	.00	.00		12,600.00	17,400.00	15,600.00
	Charges for Services Totals	\$558,320.00	\$502,900.00	\$55,420.00	11%	\$325,712.63	\$549,990.44	\$437,730.19
Interest & Penalties								
4700	Interest On Investments	.00	.00	.00		392.31	55.33	.00
4710	Penalty/Fees	5,000.00	4,000.00	1,000.00	25	2,992.06	4,829.52	3,908.20
	Interest & Penalties Totals	\$5,000.00	\$4,000.00	\$1,000.00	25%	\$3,384.37	\$4,884.85	\$3,908.20
Other Revenue								
5042	Equity Contribution	.00	.00	.00		33,747.00	89,367.00	.00
5850	Other Revenue	.00	.00	.00		613.98	1,190,711.11	868,047.91
	Other Revenue Totals	\$0.00	\$0.00	\$0.00	+++	\$34,360.98	\$1,280,078.11	\$868,047.91
Transfers In								
5975.100	Transfers From (To) Reserve	62,251.00	15,925.00	46,326.00	291	.00	.00	.00
	Transfers In Totals	\$62,251.00	\$15,925.00	\$46,326.00	291%	\$0.00	\$0.00	\$0.00
	REVENUE TOTALS	\$625,571.00	\$522,825.00	\$102,746.00	20%	\$363,457.98	\$1,823,044.45	\$1,309,686.30
EXPENSE								
Personnel Services								
6000.100	Personnel Services Salaries	3,000.00	3,000.00	.00		1,919.67	5,666.93	4,504.34
6000.200	Personnel Services Salaries-Support Group	135,631.00	122,000.00	13,631.00	11	78,107.51	131,733.71	122,942.51
6000.300	Personnel Services Salaries-Construction	10,495.00	9,895.00	600.00	6	6,233.47	10,331.36	9,255.73
6000.400	Personnel Services Overtime Pay	4,000.00	4,000.00	.00		12,597.89	8,519.66	7,477.06



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 570 - Riddle Farm								
EXPENSE								
Personnel Services								
6010.100	Benefits Fica & Fringe Benefits	80,468.00	72,170.00	8,298.00	11	33,726.49	77,125.96	67,776.65
6010.900	Benefits OPEB contribution	11,405.00	8,064.00	3,341.00	41	.00	10,190.04	7,231.17
	<i>Personnel Services Totals</i>	<i>\$244,999.00</i>	<i>\$219,129.00</i>	<i>\$25,870.00</i>	<i>12%</i>	<i>\$132,585.03</i>	<i>\$243,567.66</i>	<i>\$219,187.46</i>
Supplies & Materials								
6100.010	Administrative Expense Administrative Expenses	3,510.00	3,510.00	.00		101.12	4,713.49	3,700.70
6110.060	Supplies & Equipment Chemicals	50,000.00	40,000.00	10,000.00	25	44,892.69	49,775.13	37,476.84
6110.090	Supplies & Equipment Computers & Printers	.00	258.00	(258.00)	(100)	.00	.00	.00
6110.340	Supplies & Equipment Safety Program Equipment	1,501.00	1,416.00	85.00	6	76.50	938.24	723.86
6110.390	Supplies & Equipment Small Equipment	.00	.00	.00		.00	293.86	905.56
6110.420	Supplies & Equipment Tools & Supplies	991.00	991.00	.00		150.50	692.01	542.96
6150.050	Uniforms & Personal Equipment Uniforms	995.00	991.00	4.00		.00	1,144.29	836.42
6200.010	Other Supplies & Materials Lab Testing	11,000.00	11,000.00	.00		4,009.00	10,321.60	11,624.90
6200.030	Other Supplies & Materials Testing Supplies	4,500.00	4,500.00	.00		1,354.30	1,452.89	1,305.53
	<i>Supplies &amp; Materials Totals</i>	<i>\$72,497.00</i>	<i>\$62,666.00</i>	<i>\$9,831.00</i>	<i>16%</i>	<i>\$50,584.11</i>	<i>\$69,331.51</i>	<i>\$57,116.77</i>
Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	24,000.00	24,000.00	.00		5,378.47	24,886.17	23,541.67
6500.020	Systems Maintenance Water Plant/System Maint	30,000.00	30,000.00	.00		37,911.08	24,462.48	35,639.22
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	55,000.00	40,000.00	15,000.00	38	92,318.33	61,556.67	29,891.64
6500.040	Systems Maintenance WWW Paving	1,000.00	1,000.00	.00		1,691.35	633.14	.00
6530.100	Consulting Services Professional Fees	735.00	720.00	15.00	2	.00	690.00	630.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	28,914.00	12,665.00	16,249.00	128	.00	16,629.15	15,228.77
6550.020	Building Site Expenses Buildings & Grounds Maintenance	4,000.00	4,000.00	.00		840.01	3,493.69	4,253.81
6550.060	Building Site Expenses Electricity	78,000.00	78,000.00	.00		30,822.75	71,665.02	72,462.88
6550.110	Building Site Expenses Heating Fuel Oil	5,000.00	5,000.00	.00		394.60	4,686.30	3,977.06
6550.270	Building Site Expenses Telephone	1,500.00	1,500.00	.00		305.88	731.39	738.20
6550.280	Building Site Expenses Tipping Fees	1,000.00	1,000.00	.00		.00	12,644.80	4,464.80
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	1,000.00	1,000.00	.00		133.30	.00	95.00
6700.500	Other Maint. & Svcs Water & Wastewater Construction	6,455.00	5,500.00	955.00	17	.00	3,868.20	4,996.38
	<i>Maintenance &amp; Services Totals</i>	<i>\$236,604.00</i>	<i>\$204,385.00</i>	<i>\$32,219.00</i>	<i>16%</i>	<i>\$169,795.77</i>	<i>\$225,947.01</i>	<i>\$195,919.43</i>



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 570 - Riddle Farm								
EXPENSE								
Other Charges								
7000.060	Travel, Training & Expense Educational Training	1,319.00	1,043.00	276.00	26	.00	491.81	1,353.92
7170.010	Benefits & Insurance Allowance for COLA	8,427.00	.00	8,427.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	4,000.00	4,000.00	.00		3,386.68	3,891.50	3,741.08
7200.010	Bond & Interest Expense Interest Expense	.00	.00	.00		.00	6,899.72	.00
	Other Charges Totals	\$13,746.00	\$5,043.00	\$8,703.00	173%	\$3,386.68	\$11,283.03	\$5,095.00
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	5,775.00	5,498.00	277.00	5	2,749.24	5,906.16	5,598.49
8010.040	Interfund Treasurer's Support - Fringe	2,600.00	2,471.00	129.00	5	1,235.51	2,651.86	2,415.19
8010.050	Interfund Public Works & Admin - Benefits	4,450.00	4,227.00	223.00	5	2,113.60	3,899.24	3,562.09
8010.060	Interfund Public Works & Admin - Salaries	9,900.00	9,406.00	494.00	5	4,703.15	8,684.28	8,257.04
	Interfund Charges Totals	\$22,725.00	\$21,602.00	\$1,123.00	5%	\$10,801.50	\$21,141.54	\$19,832.81
Capital Equipment								
9010.090	Capital Equipment Other WWW Equipment	35,000.00	10,000.00	25,000.00	250	.00	.00	.00
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	550,228.00	493,831.00
	Capital Equipment Totals	\$35,000.00	\$10,000.00	\$25,000.00	250%	\$0.00	\$550,228.00	\$493,831.00
	EXPENSE TOTALS	\$625,571.00	\$522,825.00	\$102,746.00	20%	\$367,153.09	\$1,121,498.75	\$990,982.47
Fund 570 - Riddle Farm Totals								
	REVENUE TOTALS	\$625,571.00	\$522,825.00	\$102,746.00	20%	\$363,457.98	\$1,823,044.45	\$1,309,686.30
	EXPENSE TOTALS	\$625,571.00	\$522,825.00	\$102,746.00	20%	\$367,153.09	\$1,121,498.75	\$990,982.47
Fund 570 - Riddle Farm Totals		\$0.00	\$0.00	\$0.00	+++	(\$3,695.11)	\$701,545.70	\$318,703.83
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$625,571.00	\$522,825.00	\$102,746.00	20%	\$363,457.98	\$1,823,044.45	\$1,309,686.30
	EXPENSE GRAND TOTALS	\$625,571.00	\$522,825.00	\$102,746.00	20%	\$367,153.09	\$1,121,498.75	\$990,982.47
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	(\$3,695.11)	\$701,545.70	\$318,703.83



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 575 - River Run								
REVENUE								
Charges for Services								
5000.100	Domestic Water Service	51,470.00	47,000.00	4,470.00	10	.00	49,721.32	38,441.67
5010.100	Domestic Sewer Service	120,600.00	118,000.00	2,600.00	2	60,600.00	119,100.00	118,650.00
5040	Hook-Ups	.00	.00	.00		2,550.00	7,650.00	.00
5825	Future Capital Development Reven	.00	.00	.00		(12,600.00)	2,850.00	.00
	Charges for Services Totals	\$172,070.00	\$165,000.00	\$7,070.00	4%	\$50,550.00	\$179,321.32	\$157,091.67
Interest & Penalties								
4710	Penalty/Fees	500.00	500.00	.00		506.00	512.94	563.55
	Interest & Penalties Totals	\$500.00	\$500.00	\$0.00	0%	\$506.00	\$512.94	\$563.55
Other Revenue								
5850	Other Revenue	.00	.00	.00		578.53	604.62	451.48
	Other Revenue Totals	\$0.00	\$0.00	\$0.00	+++	\$578.53	\$604.62	\$451.48
Transfers In								
5975.100	Transfers From (To) Reserve	9,424.00	8,724.00	700.00	8	.00	.00	.00
	Transfers In Totals	\$9,424.00	\$8,724.00	\$700.00	8%	\$0.00	\$0.00	\$0.00
	REVENUE TOTALS	\$181,994.00	\$174,224.00	\$7,770.00	4%	\$51,634.53	\$180,438.88	\$158,106.70
EXPENSE								
Personnel Services								
6000.100	Personnel Services Salaries	30,000.00	30,000.00	.00		16,278.59	34,680.14	30,220.88
6000.200	Personnel Services Salaries-Support Group	6,009.00	5,732.00	277.00	5	351.25	425.46	3,337.67
6000.300	Personnel Services Salaries-Construction	840.00	1,099.00	(259.00)	(24)	41.59	.00	.00
6000.400	Personnel Services Overtime Pay	500.00	500.00	.00		41.24	27.24	561.26
6010.100	Benefits Fica & Fringe Benefits	19,298.00	17,668.00	1,630.00	9	6,021.78	14,629.21	15,463.62
6010.900	Benefits OPEB contribution	2,629.00	554.00	2,075.00	375	.00	5.77	185.01
	Personnel Services Totals	\$59,276.00	\$55,553.00	\$3,723.00	7%	\$22,734.45	\$49,767.82	\$49,768.44
Supplies & Materials								
6100.010	Administrative Expense Administrative Expenses	1,237.00	1,249.00	(12.00)	(1)	128.03	1,220.30	1,343.09
6110.060	Supplies & Equipment Chemicals	10,000.00	10,000.00	.00		1,640.00	8,620.00	14,783.00
6110.340	Supplies & Equipment Safety Program Equipment	67.00	67.00	.00		.00	.49	17.62
6110.390	Supplies & Equipment Small Equipment	1,500.00	1,500.00	.00		.00	.18	24.88
6150.050	Uniforms & Personal Equipment Uniforms	44.00	47.00	(3.00)	(6)	.00	.69	22.98
6200.010	Other Supplies & Materials Lab Testing	3,500.00	2,500.00	1,000.00	40	2,677.00	3,255.80	3,707.00
6200.030	Other Supplies & Materials Testing Supplies	1,000.00	1,000.00	.00		.00	469.28	.00
	Supplies & Materials Totals	\$17,348.00	\$16,363.00	\$985.00	6%	\$4,445.03	\$13,566.74	\$19,898.57





# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 575 - River Run								
EXPENSE								
Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	13,000.00	13,000.00	.00		4,738.75	4,361.07	9,331.57
6500.020	Systems Maintenance Water Plant/System Maint	.00	.00	.00		95.23	1,650.00	.00
6500.030	Systems Maintenance Wastewater Treatment Plant Maint	6,000.00	6,000.00	.00		3,398.75	1,284.09	2,430.98
6530.100	Consulting Services Professional Fees	270.00	264.00	6.00	2	.00	491.85	231.00
6540.050	Vehicle Operating Expenses Vehicle Use/Other Areas	.00	3,000.00	(3,000.00)	(100)	.00	.00	.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	1,281.00	595.00	686.00	115	.00	165.47	594.80
6550.020	Building Site Expenses Buildings & Grounds Maintenance	100.00	100.00	.00		250.00	.00	.00
6550.060	Building Site Expenses Electricity	20,000.00	20,000.00	.00		8,686.41	21,919.24	25,178.91
6550.270	Building Site Expenses Telephone	1,500.00	1,500.00	.00		222.06	864.09	1,146.75
6700.200	Other Maint. & Svcs Payment to Water Utility	50,000.00	47,000.00	3,000.00	6	.00	49,721.32	38,441.67
6700.400	Other Maint. & Svcs State Waste Water Sludge Fees	.00	.00	.00		.00	50.00	95.00
6700.500	Other Maint. & Svcs Water & Wastewater Construction	516.00	611.00	(95.00)	(16)	.00	.00	.00
	Maintenance & Services Totals	\$92,667.00	\$92,070.00	\$597.00	1%	\$17,391.20	\$80,507.13	\$77,450.68
Other Charges								
7000.060	Travel, Training & Expense Educational Training	58.00	49.00	9.00	18	.00	.30	37.20
7170.010	Benefits & Insurance Allowance for COLA	1,905.00	.00	1,905.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	1,500.00	1,400.00	100.00	7	1,406.49	1,293.21	1,273.62
	Other Charges Totals	\$3,463.00	\$1,449.00	\$2,014.00	139%	\$1,406.49	\$1,293.51	\$1,310.82
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	2,200.00	2,092.00	108.00	5	1,045.91	2,490.54	2,360.81
8010.040	Interfund Treasurer's Support - Fringe	990.00	940.00	50.00	5	470.03	1,118.26	1,018.45
8010.050	Interfund Public Works & Admin - Benefits	1,875.00	1,785.00	90.00	5	892.41	1,559.70	1,424.83
8010.060	Interfund Public Works & Admin - Salaries	4,175.00	3,972.00	203.00	5	1,985.78	3,473.70	3,302.81
	Interfund Charges Totals	\$9,240.00	\$8,789.00	\$451.00	5%	\$4,394.13	\$8,642.20	\$8,106.90
Capital Equipment								
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	2,013.00	2,013.00
	Capital Equipment Totals	\$0.00	\$0.00	\$0.00	+++	\$0.00	\$2,013.00	\$2,013.00
	EXPENSE TOTALS	\$181,994.00	\$174,224.00	\$7,770.00	4%	\$50,371.30	\$155,790.40	\$158,548.41
Fund 575 - River Run Totals								
	REVENUE TOTALS	\$181,994.00	\$174,224.00	\$7,770.00	4%	\$51,634.53	\$180,438.88	\$158,106.70
	EXPENSE TOTALS	\$181,994.00	\$174,224.00	\$7,770.00	4%	\$50,371.30	\$155,790.40	\$158,548.41



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund	<b>575 - River Run</b> Totals	\$0.00	\$0.00	\$0.00	+++	\$1,263.23	\$24,648.48	(\$441.71)
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$181,994.00	\$174,224.00	\$7,770.00	4%	\$51,634.53	\$180,438.88	\$158,106.70
	EXPENSE GRAND TOTALS	\$181,994.00	\$174,224.00	\$7,770.00	4%	\$50,371.30	\$155,790.40	\$158,548.41
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	\$1,263.23	\$24,648.48	(\$441.71)

46

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
<b>Fund 580 - West Ocean City</b>								
<b>REVENUE</b>								
<i>Charges for Services</i>								
5010.100	Domestic Sewer Service	1,148,000.00	1,128,000.00	20,000.00	2	574,663.50	1,140,661.50	1,115,237.25
5015.100	Commercial Sewer Service	267,000.00	275,000.00	(8,000.00)	(3)	133,216.16	269,404.70	278,087.89
5040	Hook-Ups	5,000.00	5,000.00	.00		5,212.00	13,030.00	5,212.00
5825	Future Capital Development Reven	.00	.00	.00		18,600.00	13,800.00	35,600.00
<i>Charges for Services Totals</i>		\$1,420,000.00	\$1,408,000.00	\$12,000.00	1%	\$731,691.66	\$1,436,896.20	\$1,434,137.14
<i>Interest &amp; Penalties</i>								
4700	Interest On Investments	15,000.00	5,000.00	10,000.00	200	11,927.13	9,819.81	3,242.15
4710	Penalty/Fees	19,000.00	18,000.00	1,000.00	6	9,262.78	18,873.33	17,346.62
<i>Interest &amp; Penalties Totals</i>		\$34,000.00	\$23,000.00	\$11,000.00	48%	\$21,189.91	\$28,693.14	\$20,588.77
<i>Other Revenue</i>								
5850	Other Revenue	.00	.00	.00		1,908.03	4,012.08	3,016.80
<i>Other Revenue Totals</i>		\$0.00	\$0.00	\$0.00	+++	\$1,908.03	\$4,012.08	\$3,016.80
<i>Transfers In</i>								
S975.100	Transfers From (To) Reserve	211,018.00	(100,661.00)	311,679.00	(310)	.00	.00	.00
<i>Transfers In Totals</i>		\$211,018.00	(\$100,661.00)	\$311,679.00	(310%)	\$0.00	\$0.00	\$0.00
<b>REVENUE TOTALS</b>		<b>\$1,665,018.00</b>	<b>\$1,330,339.00</b>	<b>\$334,679.00</b>	<b>25%</b>	<b>\$754,789.60</b>	<b>\$1,469,601.42</b>	<b>\$1,457,742.71</b>
<b>EXPENSE</b>								
<i>Personnel Services</i>								
6000.100	Personnel Services Salaries	5,000.00	5,000.00	.00		1,889.26	4,210.84	4,822.99
6000.200	Personnel Services Salaries-Support Group	82,409.00	78,604.00	3,805.00	5	42,801.80	67,126.30	69,539.62
6000.300	Personnel Services Salaries-Construction	29,509.00	30,737.00	(1,228.00)	(4)	13,179.09	14,560.61	28,025.15
6000.400	Personnel Services Overtime Pay	3,500.00	3,500.00	.00		1,302.63	2,286.39	1,499.20
6010.100	Benefits Fica & Fringe Benefits	63,036.00	58,083.00	4,953.00	9	21,070.63	42,742.57	48,128.39
6010.900	Benefits OPEB contribution	8,662.00	6,638.00	2,024.00	30	.00	5,807.25	5,301.37
<i>Personnel Services Totals</i>		\$192,116.00	\$182,562.00	\$9,554.00	5%	\$80,243.41	\$136,733.96	\$157,316.72
<i>Supplies &amp; Materials</i>								
6100.010	Administrative Expense Administrative Expenses	21,457.00	19,457.00	2,000.00	10	1,683.91	22,251.50	20,718.38
6110.090	Supplies & Equipment Computers & Printers	.00	166.00	(166.00)	(100)	.00	.00	.00
6110.340	Supplies & Equipment Safety Program Equipment	912.00	912.00	.00		.00	408.78	361.66
6110.390	Supplies & Equipment Small Equipment	.00	.00	.00		.00	149.55	510.53
6110.420	Supplies & Equipment Tools & Supplies	2,000.00	2,000.00	.00		149.84	1,627.23	942.51
6150.050	Uniforms & Personal Equipment Uniforms	605.00	638.00	(33.00)	(5)	.00	582.34	471.55
<i>Supplies &amp; Materials Totals</i>		\$24,974.00	\$23,173.00	\$1,801.00	8%	\$1,833.75	\$25,019.40	\$23,004.63



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 580 - West Ocean City								
EXPENSE								
Maintenance & Services								
6500.010	Systems Maintenance Collection System Maintenance	100,000.00	50,000.00	50,000.00	100	60,713.22	103,348.99	50,681.39
6500.040	Systems Maintenance WWW Paving	2,000.00	2,000.00	.00		1,282.71	909.84	.00
6500.075	Systems Maintenance Contractor Sewer Install/Repair	.00	.00	.00		536.57	.00	.00
6530.100	Consulting Services Professional Fees	4,190.00	4,104.00	86.00	2	.00	3,958.00	3,591.00
6540.090	Vehicle Operating Expenses Vehicle/Equip - Support Group	17,568.00	8,160.00	9,408.00	115	.00	8,454.44	8,906.86
6550.020	Building Site Expenses Buildings & Grounds Maintenance	1,000.00	1,000.00	.00		165.94	401.28	281.42
6550.060	Building Site Expenses Electricity	18,000.00	18,000.00	.00		5,976.56	17,450.43	17,733.82
6550.270	Building Site Expenses Telephone	3,500.00	2,700.00	800.00	30	1,608.82	3,384.78	2,607.80
6700.100	Other Maint. & Svcs Payment to Sewer Utility	770,000.00	770,000.00	.00		730,680.30	751,688.96	724,225.41
6700.500	Other Maint. & Svcs Water & Wastewater Construction	14,460.00	13,750.00	710.00	5	.00	5,451.69	15,128.40
	Maintenance & Services Totals	\$930,718.00	\$869,714.00	\$61,004.00	7%	\$800,964.12	\$895,048.41	\$823,156.10
Other Charges								
7000.060	Travel, Training & Expense Educational Training	802.00	672.00	130.00	19	.00	250.29	763.30
7170.010	Benefits & Insurance Allowance for COLA	6,698.00	.00	6,698.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	17,000.00	17,000.00	.00		16,060.09	15,567.89	15,567.79
	Other Charges Totals	\$24,500.00	\$17,672.00	\$6,828.00	39%	\$16,060.09	\$15,818.18	\$16,331.09
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	30,500.00	28,928.00	1,572.00	5	14,463.39	32,163.70	30,488.18
8010.040	Interfund Treasurer's Support - Fringe	13,650.00	13,000.00	650.00	5	6,499.84	14,441.50	13,152.61
8010.050	Interfund Public Works & Admin - Benefits	21,260.00	20,244.00	1,016.00	5	10,121.79	18,673.04	17,058.43
8010.060	Interfund Public Works & Admin - Salaries	47,300.00	45,046.00	2,254.00	5	22,522.89	41,588.10	39,542.03
	Interfund Charges Totals	\$112,710.00	\$107,218.00	\$5,492.00	5%	\$53,607.91	\$106,866.34	\$100,241.25
Capital Equipment								
9010.090	Capital Equipment Other WWW Equipment	380,000.00	130,000.00	250,000.00	192	3,039.75	.00	.00
9100.010	Depreciation Depreciation Expense	.00	.00	.00		.00	354,857.00	305,451.00
	Capital Equipment Totals	\$380,000.00	\$130,000.00	\$250,000.00	192%	\$3,039.75	\$354,857.00	\$305,451.00
	EXPENSE TOTALS	\$1,665,018.00	\$1,330,339.00	\$334,679.00	25%	\$955,749.03	\$1,534,343.29	\$1,425,500.79
Fund 580 - West Ocean City Totals								
	REVENUE TOTALS	\$1,665,018.00	\$1,330,339.00	\$334,679.00	25%	\$754,789.60	\$1,469,601.42	\$1,457,742.71
	EXPENSE TOTALS	\$1,665,018.00	\$1,330,339.00	\$334,679.00	25%	\$955,749.03	\$1,534,343.29	\$1,425,500.79



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund	<b>580 - West Ocean City Totals</b>	\$0.00	\$0.00	\$0.00	+++	(\$200,959.43)	(\$64,741.87)	\$32,241.92
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$1,665,018.00	\$1,330,339.00	\$334,679.00	25%	\$754,789.60	\$1,469,601.42	\$1,457,742.71
	EXPENSE GRAND TOTALS	\$1,665,018.00	\$1,330,339.00	\$334,679.00	25%	\$955,749.03	\$1,534,343.29	\$1,425,500.79
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	(\$200,959.43)	(\$64,741.87)	\$32,241.92

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# MYSTIC HARBOUR WATER AND WASTEWATER ADVISORY BOARD

1000 Shore Lane  
Ocean Pines, Maryland 21811

April 9, 2019

The Honorable Diana Purnell, President  
Worcester County Commissioners  
Government Center - Room 1103  
One West Market Street  
Snow Hill, Maryland 21863

Re: Operating Budget FY 19/20 Mystic Harbour Service Area

Dear Commissioner Purnell:

The Mystic Harbour Water and Wastewater Advisory Board has been working with the County Staff, primarily John Tustin and John Ross of Public Works and Jessica Wilson of the Treasurer's Office, to develop an operating budget for FY 19/20.

The Board continues to monitor expenditures in the service area and the combination of the treatment plant operating cost and the aging of other system components must be considered to keep the Service Area financially sound. The Board is recommending an increase in the base charge of \$5 per quarter on the domestic rate with corresponding adjustments to the quarterly charges for commercial customers.

We remain concerned that the service area must continue to grow and allocate the reserve capacity built within the plant. The treatment plant was originally constructed with that proposed growth in mind and without it, they service area will struggle to cover expenses.

We also encourage the Commissioners to continue moving forward to complete the needed effluent disposal project at the Eagle's Landing Golf Course so that plant capacity can be fully utilized.

We continue to be pleased with the general operation of the system and would like to commend all operating personnel for their efforts. We recommend approval of the FY19/20 budget as proposed.

Sincerely;



Richard Jendrek, Chairman  
Mystic Harbour Water and Wastewater Advisory Board  
JR/jr



# OCEAN PINES WATER AND WASTEWATER ADVISORY BOARD

1000 Shore Lane  
Ocean Pines, Maryland 21811

April 10, 2019

The Honorable Diana Purnell, President  
Worcester County Commissioners  
Government Center - Room 1103  
One West Market Street  
Snow Hill, Maryland 21863

Re: Operating Budget FY 19/20 Ocean Pines Service Area

Dear Commissioner Purnell:

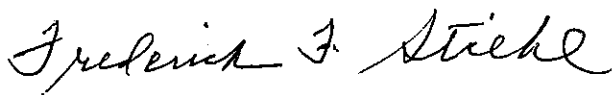
The Ocean Pines Water and Wastewater Advisory Board has been working with the County Staff, primarily John Tustin and John Ross of Public Works and Jessica Wilson of the Treasurer's Office, to develop an operating budget for FY 19/20. In developing this budget, there are several issues that we have addressed, specifically:

- The budget includes no additional staffing requests
- We are continuing to fund replacement of homeowner holding tanks throughout Ocean Pines as we recognize how beneficial this program has been to the overall system operation
- We are developing a long-term vision for major system maintenance and repair as we see the system age and we are proposing to look at the operating budget over a multi-year window to better plan for expenses and maintain a reserve fund for unexpected expenses. Without a reserve, the Department is unable to cushion the adverse impact of such expenses to the ratepayers resulting in potentially large rate swings from year to year
- We are continuing to exceed the effluent requirements of our wastewater treatment plant permit to maintain the waiver of the Bay Restoration Fee

As a result of our meetings with the County Staff and review of the proposed budget, the Board recognizes the continuing escalation of operating expenses. To cover the rising expenses, the board is recommending an increase of \$5.00 in the quarterly base residential charge, \$4 in the quarterly charge for White Horse Park units and a 7% increase in the commercial rate. In our opinion, it is important that the water and wastewater operations remain on a firm financial footing.

We continue to be pleased with the general operation of the system and would like to commend all operating personnel for their efforts. We recommend approval of the FY 19/20 budget as proposed.

Sincerely;



Frederick Stiehl, Chairman  
Ocean Pines Water and Wastewater Advisory Board

JR/jr

**WEST OCEAN CITY WASTEWATER ADVISORY BOARD**  
1000 Shore Lane  
Ocean Pines, Maryland 21811

May 15, 2019

The Honorable Diana Purnell, President  
Worcester County Commissioners  
Government Center - Room 1103  
One West Market Street  
Snow Hill, Maryland 21863

Re: Operating Budget FY 19/20 West Ocean City Service Area

Dear Commissioner Purnell:

The West Ocean City Wastewater Advisory Board met on May 15, 2019 with the County Staff to review the proposed operating budget for FY 19/20. In developing this budget, there are a number of issues that we have addressed, specifically:

- No rate changes are proposed for FY 19/20
- The budget reflects the continuing program to internally inspect and evaluate the sewer system condition
- We support use of system reserves to complete the pump station upgrading program as outlined by County Staff. We feel this program will improve the pump station operations for many years to come.

We continue to be pleased with the general operation of the system and would like to commend all operating personnel for their efforts. We recommend approval of the FY 19/20 budget as proposed.

Sincerely;



Deborah Stanley Maphis, Chairman  
West Ocean City Wastewater Advisory Board

JR/jr

**Notice of Public Hearing  
Worcester County  
Solid Waste Enterprise Fund  
FY 2019/2020 Requested Operating Budget**

14

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2019/2020 Solid Waste Enterprise Fund Operating Budget as requested by the Worcester County Department of Public Works, Solid Waste Division on:

**Tuesday, June 4, 2019  
at 10:40 a.m.**  
in the County Commissioners' Meeting Room  
Room 1101 Government Center - One West Market Street  
Snow Hill, Maryland 21863

The Proposed Budget maintains the current solid waste tipping fees of \$70 per ton for municipal waste and \$80 per ton for construction and demolition debris. The homeowner convenience center permits will remain at \$100 for the first two vehicles, and \$100 for the third and additional vehicles within each household. As an option for homeowners, the "Pay-As-You-Throw" system will remain at a cost of \$1 per bag for each 33-gallon bag disposed at any homeowner convenience center. Copies of the detailed budget are available for public inspection at the Worcester County Government Center Rooms 1103 and 1105, One West Market Street, Snow Hill, Maryland 21863 or online at [www.co.worcester.md.us](http://www.co.worcester.md.us).

**WORCESTER COUNTY  
2019/2020 REQUESTED OPERATING BUDGET**

**SOLID WASTE ENTERPRISE FUND**

Personnel Services .....	\$2,340,970
Supplies & Materials .....	\$59,041
Maintenance & Services .....	\$1,154,500
Other Charges .....	\$706,313
Debt Service .....	\$296,500
Interfund Charges .....	\$(1,839,008)
Capital Equipment .....	<u>\$200,000</u>

TOTAL REQUESTED EXPENDITURES	\$2,918,316
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Tipping Fees .....	\$3,535,000
Permits .....	\$6,000
Interest and Penalties .....	\$2,500
Other Revenue .....	\$255,500
Transfer to Reserves .....	<u>\$(880,684)</u>

TOTAL ESTIMATED REVENUES	\$2,918,316
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For additional information, contact the Worcester County Treasurer's Office  
at 410-632-0686, ext. 1217.



## Worcester County

### DEPARTMENT OF PUBLIC WORKS

6113 TIMMONS ROAD

SNOW HILL, MARYLAND

21863

JOHN H. TUSTIN, P.E.  
DIRECTOR

JOHN S. ROSS, P.E.  
DEPUTY DIRECTOR

TEL: 410-632-5623  
FAX: 410-632-1753

George B. Linvill, Chairman

Solid Waste Advisory Board

1734 Pocomoke Beltway

Pocomoke, MD 21851

March 27, 2019

Honorable Diana Purnell, President

Worcester County Commissioners

Worcester County Government Center

One West Market Street, Room 1103

Snow Hill, MD 21863

#### DIVISIONS

#### MAINTENANCE

TEL: 410-632-3766  
FAX: 410-632-1753

#### ROADS

TEL: 410-632-2244  
FAX: 410-632-0020

#### SOLID WASTE

TEL: 410-632-3177  
FAX: 410-632-3000

#### FLEET MANAGEMENT

TEL: 410-632-5675  
FAX: 410-632-1753

#### WATER AND WASTEWATER

TEL: 410-641-5251  
FAX: 410-641-5185

Dear Commissioner Purnell:

The Solid Waste Advisory Board met on March 27, 2019, and unanimously recommended that the County Commissioners adopt the proposed FY 2019-2020 Solid Waste and Recycling budgets as presented.

Sincerely,

George B. Linvill, Chairman

Solid Waste Advisory Board

CC: John Tustin, P.E., Director

Michael Mitchell, Solid Waste Superintendent

Michael McClung, Recycling Manager

# Worcester County

## Solid Waste Division



FY 2019/2020 Requested  
Operating Budgets

## Board of County Commissioners of Worcester County

Diana Purnell, President  
Joseph M. Mitrecic, Vice President  
Anthony "Chip" W. Bertino, Jr.  
Madison J. Bunting, Jr.  
James "Bud" C. Church  
Theodore J. Elder  
Joshua C. Nordstrom

Harold L. Higgins, Chief Administrative Officer  
John H. Tustin, P.E., Director of Public Works  
Phillip G. Thompson, Finance Officer

Produced by the Worcester County Treasurer's Office as an aid to understanding the  
Solid Waste Enterprise Fund Budget.

For more information on the budget, please call (410) 632-0686 extension 1217.



**WORCESTER COUNTY**  
**Solid Waste Services**  
**Enterprise Funds**

	2018/19 Budget	2019/20 Request	(\$) Variance	(%) Variance
<b>Revenue</b>				
Tipping Fees	3,285,000	3,535,000	250,000	7.61%
Permits	355,000	6,000	(349,000)	-98.31%
Recycling	183,200	-	(183,200)	-100.00%
Interest & Penalties	6,600	2,500	(4,100)	-62.12%
Other Revenue	225,000	255,500	30,500	13.56%
Transfer from GF- Recycling	1,033,339	-	(1,033,339)	-100.00%
Transfer from GF- Con. Cen.	664,984	-	(664,984)	-100.00%
Transfer (to)/from Reserves	268,538	(880,684)	(1,149,222)	-427.96%
	6,021,661	2,918,316	(3,103,345)	-51.54%
<b>Expenditures</b>				
Personnel Services	2,342,258	2,340,970	(1,288)	-0.05%
Supplies & Materials	64,090	59,041	(5,049)	-7.88%
Maintenance & Services	1,121,000	1,154,500	33,500	2.99%
Other Charges/Lease Pay	763,013	706,313	(56,700)	-7.43%
Debt Service	190,000	296,500	106,500	56.05%
Interfund Charges	292,300	(1,839,008)	(2,131,308)	-729.15%
Capital Equipment	249,000	200,000	(49,000)	-19.68%
Depreciation	1,000,000	-	(1,000,000)	-100.00%
	6,021,661	2,918,316	(3,103,345)	-51.54%

**Tipping Rates:**

	Current	Proposed	
Refuse	70	70	per ton
Dirt, Grit, Red Ash, Sludge, Stumps, and Yard Waste	80	80	per ton
Construction/Deomolition, Concrete, Boats	80	80	per ton
Asbestos	150	150	per ton
"Clean" concrete	Free	Free	per ton
House Trailers	1,000	1,000	each
Metal	25	25	per ton
Tires			
Industrial/Tractor	600	600	per ton
Truck	10	10	each
Car	2	3	each
Car on rim	-	5	each
Car - large volume	175	225	per ton
Disposed of on landfill	20	20	each

**Other:**

Convenience Center Permit	100	100	household
2nd vehicle	Free	Free	household
3rd vehicle	100	100	household
Pay As You Throw per 33 gallon bag	1	1	/bag
Commercial Permit	25	25	per vehicle
Commercial Permit- local government	15	15	per vehicle
Mulch purchase	20	20	per bucket



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 680 - Landfill								
REVENUE								
Gain/Loss on Disposal of Assets								
4600	Sale Of Fixed Assets	.00	.00	.00		.00	2,800.00	657.00
	Gain/Loss on Disposal of Assets Totals	\$0.00	\$0.00	\$0.00	+++	\$0.00	\$2,800.00	\$657.00
Licenses and Permits								
4980	Landfill Permits-Household	.00	340,000.00	(340,000.00)	(100)	152,000.00	317,200.00	325,900.00
4982	PAYT Tags - Household	.00	10,000.00	(10,000.00)	(100)	4,015.00	8,225.00	8,615.00
4985	Landfill Permits-Commercial	6,000.00	5,000.00	1,000.00	20	2,800.00	6,485.00	6,225.00
	Licenses and Permits Totals	\$6,000.00	\$355,000.00	(\$349,000.00)	(98%)	\$158,815.00	\$331,910.00	\$340,740.00
Charges for Services								
4990	Tipping Fee Revenue	3,500,000.00	3,250,000.00	250,000.00	8	1,798,917.87	3,390,337.84	3,134,071.53
5185	Recycling Revenue	.00	113,200.00	(113,200.00)	(100)	40,533.96	146,199.38	147,962.67
5186	Metal Recycling Revenue	.00	45,000.00	(45,000.00)	(100)	25,745.80	64,439.36	44,933.73
5190	Stump/Yard Waste/Mulch Revenue	35,000.00	35,000.00	.00		140.00	37,488.00	34,149.60
5195	Tire Revenue	.00	25,000.00	(25,000.00)	(100)	.00	21,664.25	28,836.25
	Charges for Services Totals	\$3,535,000.00	\$3,468,200.00	\$66,800.00	2%	\$1,865,337.63	\$3,660,128.83	\$3,389,953.78
Interest & Penalties								
4700	Interest On Investments	500.00	5,000.00	(4,500.00)	(90)	50,286.39	116,994.74	48,932.62
4710	Penalty/Fees	2,000.00	1,600.00	400.00	25	1,514.54	1,156.58	1,625.16
	Interest & Penalties Totals	\$2,500.00	\$6,600.00	(\$4,100.00)	(62%)	\$51,800.93	\$118,151.32	\$50,557.78
Intergovernmental - State Revenues								
5795	Other Grants	.00	.00	.00		.00	.00	12,000.00
	Intergovernmental - State Revenues Totals	\$0.00	\$0.00	\$0.00	+++	\$0.00	\$0.00	\$12,000.00
Other Revenue								
5850	Other Revenue	255,500.00	225,000.00	30,500.00	14	6,339.37	12,100.37	12,109.07
	Other Revenue Totals	\$255,500.00	\$225,000.00	\$30,500.00	14%	\$6,339.37	\$12,100.37	\$12,109.07
Transfers In								
5975.100	Transfers From (To) Reserve	(880,684.00)	260,193.00	(1,140,877.00)	(438)	.00	.00	.00
5985.100	Transfer from General Fund Recycling Grant	.00	1,033,339.00	(1,033,339.00)	(100)	1,033,339.00	1,042,255.00	663,294.00
5985.200	Transfer from General Fund Conv. Centers Grant	.00	664,984.00	(664,984.00)	(100)	664,984.00	624,068.00	504,505.00
	Transfers In Totals	(\$880,684.00)	\$1,958,516.00	(\$2,839,200.00)	(145%)	\$1,698,323.00	\$1,666,323.00	\$1,167,799.00
	REVENUE TOTALS	\$2,918,316.00	\$6,013,316.00	(\$3,095,000.00)	(51%)	\$3,780,615.93	\$5,791,413.52	\$4,973,816.63
EXPENSE								
Personnel Services								
6000.100	Personnel Services Salaries	1,316,110.00	1,341,558.00	(25,448.00)	(2)	635,764.97	1,260,704.81	1,213,793.65
6000.400	Personnel Services Overtime Pay	15,000.00	5,000.00	10,000.00	200	.00	236.61	142.82

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 680 - Landfill								
EXPENSE								
Personnel Services								
6010.100	Benefits Fica & Fringe Benefits	771,860.00	766,427.00	5,433.00	1	272,388.85	698,852.25	656,716.22
6010.900	Benefits OPEB contribution	238,000.00	276,500.00	(38,500.00)	(14)	.00	192,743.79	213,998.34
	<i>Personnel Services Totals</i>	<i>\$2,340,970.00</i>	<i>\$2,389,485.00</i>	<i>(\$48,515.00)</i>	<i>(2%)</i>	<i>\$908,153.82</i>	<i>\$2,152,537.46</i>	<i>\$2,084,651.03</i>
Supplies & Materials								
6100.010	Administrative Expense Administrative Expenses	17,000.00	17,000.00	.00		8,193.85	15,166.59	14,212.00
6100.100	Administrative Expense Dues and Subscriptions	575.00	575.00	.00		.00	.00	.00
6110.090	Supplies & Equipment Computers & Printers	866.00	1,580.00	(714.00)	(45)	.00	816.12	.00
6110.290	Supplies & Equipment Other Office Equipment	.00	.00	.00		.00	.00	36.98
6110.340	Supplies & Equipment Safety Program Equipment	4,500.00	3,335.00	1,165.00	35	728.46	3,413.22	617.06
6110.390	Supplies & Equipment Small Equipment	9,500.00	15,500.00	(6,000.00)	(39)	.00	24,001.42	21,269.80
6110.420	Supplies & Equipment Tools & Supplies	14,000.00	13,500.00	500.00	4	3,393.95	4,480.27	2,008.77
6150.050	Uniforms & Personal Equipment Uniforms	12,600.00	12,600.00	.00		4,099.55	12,281.58	9,609.04
	<i>Supplies &amp; Materials Totals</i>	<i>\$59,041.00</i>	<i>\$64,090.00</i>	<i>(\$5,049.00)</i>	<i>(8%)</i>	<i>\$16,415.81</i>	<i>\$60,159.20</i>	<i>\$47,753.65</i>
Maintenance & Services								
6530.040	Consulting Services Consulting Services	125,000.00	125,000.00	.00		30,477.96	95,311.70	112,444.35
6530.100	Consulting Services Professional Fees	11,500.00	11,500.00	.00		10,400.00	10,429.86	8,400.00
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	110,000.00	110,000.00	.00		33,643.59	62,069.78	53,897.54
6540.030	Vehicle Operating Expenses Vehicle Maintenance	13,500.00	13,500.00	.00		1,286.76	8,566.70	6,904.46
6540.070	Vehicle Operating Expenses Off-road Fuel	142,000.00	140,000.00	2,000.00	1	53,867.75	130,354.06	89,716.98
6540.080	Vehicle Operating Expenses Heavy Equipment Maintenance	255,000.00	228,500.00	26,500.00	12	82,956.88	181,686.51	181,033.53
6550.020	Building Site Expenses Buildings & Grounds Maintenance	165,000.00	165,000.00	.00		67,580.61	140,015.95	152,435.86
6550.060	Building Site Expenses Electricity	60,000.00	60,000.00	.00		20,449.13	53,925.12	52,844.75
6550.135	Building Site Expenses Insurance Claim Expenses	.00	.00	.00		1,000.00	.00	.00
6550.270	Building Site Expenses Telephone	6,500.00	8,500.00	(2,000.00)	(24)	2,016.79	5,345.19	5,424.19
6700.610	Other Maint. & Svcs Leachate Treatment	225,000.00	195,000.00	30,000.00	15	73,038.73	179,228.36	150,578.64
6700.620	Other Maint. & Svcs Tire Recycling	17,000.00	17,000.00	.00		6,208.00	15,675.20	12,499.20
6700.630	Other Maint. & Svcs Electronics Removal	.00	.00	.00		.00	.00	28,933.35
6700.640	Other Maint. & Svcs Special Events	21,000.00	42,000.00	(21,000.00)	(50)	947.19	17,439.11	27,188.14
6700.660	Other Maint. & Svcs HHW Ads	3,000.00	5,000.00	(2,000.00)	(40)	2,501.00	2,444.00	4,420.00
	<i>Maintenance &amp; Services Totals</i>	<i>\$1,154,500.00</i>	<i>\$1,121,000.00</i>	<i>\$33,500.00</i>	<i>3%</i>	<i>\$386,374.39</i>	<i>\$902,491.54</i>	<i>\$886,720.99</i>

# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 680 - Landfill								
EXPENSE								
Other Charges								
7000.020	Travel, Training & Expense Board Member Allowance	1,500.00	1,500.00	.00		150.00	700.00	1,000.00
7000.060	Travel, Training & Expense Educational Training	2,963.00	2,963.00	.00		398.00	1,666.83	2,524.18
7170.010	Benefits & Insurance Allowance for COLA	65,600.00	.00	65,600.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	12,250.00	12,250.00	.00		10,961.19	11,220.20	9,963.00
7200.010	Bond & Interest Expense Interest Expense	624,000.00	693,500.00	(69,500.00)	(10)	350,359.75	28,212.60	35,940.76
7200.020	Bond & Interest Expense Bond Interest Expense	294,000.00	190,000.00	104,000.00	55	38,982.76	80,294.38	82,499.99
7200.030	Bond & Interest Expense Bond Issuance Expense	2,500.00	.00	2,500.00		.00	922.90	922.90
	Other Charges Totals	\$1,002,813.00	\$900,213.00	\$102,600.00	11%	\$400,851.70	\$123,016.91	\$132,850.83
Interfund Charges								
8010.030	Interfund Treasurer's Support - Salary	65,600.00	62,548.00	3,052.00	5	31,273.84	62,537.54	58,942.00
8010.040	Interfund Treasurer's Support - Fringe	29,550.00	28,109.00	1,441.00	5	14,054.46	28,079.36	25,427.58
8010.050	Interfund Public Works & Admin - Benefits	65,000.00	61,662.00	3,338.00	5	30,830.86	59,109.10	53,914.18
8010.060	Interfund Public Works & Admin - Salaries	144,500.00	137,209.00	7,291.00	5	68,604.51	131,646.06	124,974.98
8100.060	Transfers Out Recycling	(1,137,045.00)	.00	(1,137,045.00)	(37,901,500)	.00	.00	.00
8100.070	Transfers Out Convenience Centers	(1,006,613.00)	.00	(1,006,613.00)	(50,330,650)	.00	.00	.00
	Interfund Charges Totals	(\$1,839,008.00)	\$289,528.00	(\$2,128,536.00)	(735%)	\$144,763.67	\$281,372.06	\$263,258.74
Capital Equipment								
9010	Capital Equipment	.00	249,000.00	(249,000.00)	(100)	33,767.55	.00	.00
9010.050	Capital Equipment Building Improvements	75,000.00	.00	75,000.00		.00	.00	.00
9010.060	Capital Equipment Other	45,000.00	.00	45,000.00		.00	.00	.00
9010.070	Capital Equipment Heavy Equipment	80,000.00	.00	80,000.00		.00	.00	.00
9100.010	Depreciation Depreciation Expense	.00	600,000.00	(600,000.00)	(100)	.00	576,190.52	617,266.61
9100.500	Depreciation Reserve for Closure	.00	400,000.00	(400,000.00)	(100)	.00	.00	334,545.00
	Capital Equipment Totals	\$200,000.00	\$1,249,000.00	(\$1,049,000.00)	(84%)	\$33,767.55	\$576,190.52	\$951,811.61
	EXPENSE TOTALS	\$2,918,316.00	\$6,013,316.00	(\$3,095,000.00)	(51%)	\$1,890,326.94	\$4,095,767.69	\$4,367,046.85
Fund 680 - Landfill Totals								
	REVENUE TOTALS	\$2,918,316.00	\$6,013,316.00	(\$3,095,000.00)	(51%)	\$3,780,615.93	\$5,791,413.52	\$4,973,816.63
	EXPENSE TOTALS	\$2,918,316.00	\$6,013,316.00	(\$3,095,000.00)	(51%)	\$1,890,326.94	\$4,095,767.69	\$4,367,046.85
Fund 680 - Landfill Totals		\$0.00	\$0.00	\$0.00	+++	\$1,890,288.99	\$1,695,645.83	\$606,769.78
Net Grand Totals								
	REVENUE GRAND TOTALS	\$2,918,316.00	\$6,013,316.00	(\$3,095,000.00)	(51%)	\$3,780,615.93	\$5,791,413.52	\$4,973,816.63
	EXPENSE GRAND TOTALS	\$2,918,316.00	\$6,013,316.00	(\$3,095,000.00)	(51%)	\$1,890,326.94	\$4,095,767.69	\$4,367,046.85



# Budget Worksheet Report

Budget Year 2020

Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	\$1,890,288.99	\$1,695,645.83	\$606,769.78
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**Notice of Public Hearing  
Worcester County  
Liquor Control Enterprise Fund  
FY 2019/2020 Requested Operating Budget**

15

The Worcester County Commissioners will conduct a public hearing to receive comments on the proposed FY 2019/2020 Liquor Control Enterprise Fund Operating Budget as requested by the Worcester County Liquor Control Department on:

**Tuesday, June 4, 2019  
at 10:40 a.m.**

in the  
County Commissioners' Meeting Room  
Room 1101 Government Center  
One West Market Street  
Snow Hill, Maryland 21863

Copies of the detailed budget are available for public inspection at the Worcester County Government Center Rooms 1103 and 1105, One West Market Street, Snow Hill, Maryland 21863 or online at [www.co.worcester.md.us](http://www.co.worcester.md.us).

**WORCESTER COUNTY  
2019/2020 REQUESTED OPERATING BUDGET**

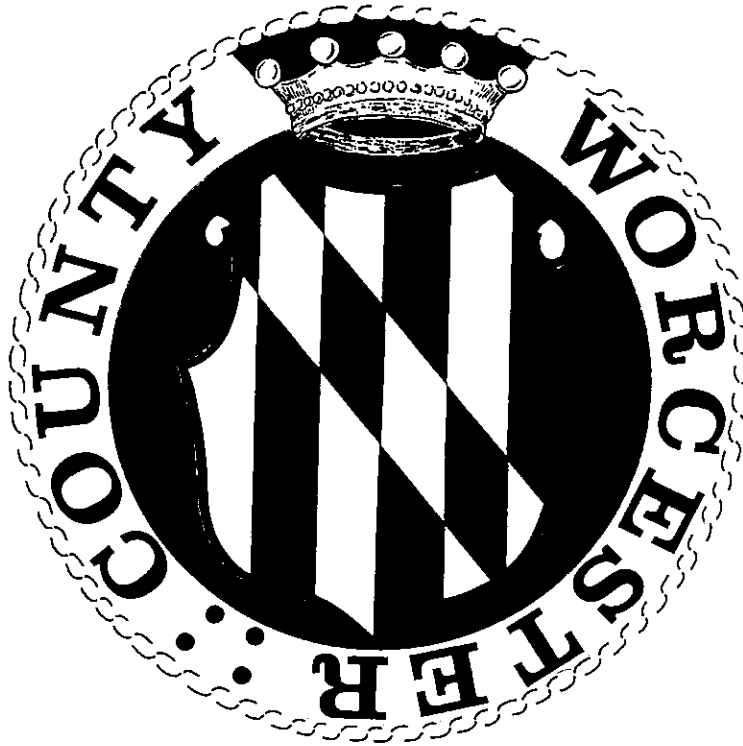
**LIQUOR CONTROL ENTERPRISE FUND**

Personnel Services .....	\$163,360
Supplies & Materials .....	\$14,200
Cost of Goods Sold .....	\$622,200
Maintenance & Services .....	\$62,140
Other Charges .....	\$5,500
Payout of Net Income (Loss) to County and Pocomoke City .....	\$33,500
Interfund Charges .....	<u>\$14,100</u>
 TOTAL REQUESTED EXPENDITURES	 \$915,000
 Sales - Retail .....	 <u>\$915,000</u>
 TOTAL ESTIMATED REVENUES	 \$915,000

For additional information, contact the Worcester County Treasurer's Office  
at 410-632-0686, ext. 1217.

# Worcester County

## Department of Liquor Control



FY 2019/20 Requested

Operating Budgets



## Board of County Commissioners of Worcester County

Diana Purnell, President  
Joseph M. Mitrecic, Vice President  
Anthony "Chip" W. Bertino, Jr.  
Madison J. Bunting, Jr.  
James "Bud" C. Church  
Theodore J. Elder  
Joshua C. Nordstrom

Harold L. Higgins, Chief Administrative Officer  
Phillip G. Thompson, Finance Officer

Produced by the Worcester County Treasurer's Office as an aid to understanding the  
Liquor Control Enterprise Fund Budget.

For more information on the budget, please call (410) 632-0686 extension 1217.

# WORCESTER COUNTY

## Liquor Control Enterprise Funds

	2018/19 Budget	2019/20 Request	(\$) Variance	(%) Variance
<b>Revenue</b>				
Liquor Sales - Retail	915,000	915,000	-	0.00%
	915,000	915,000	-	0.00%
<b>Expenditures</b>				
Cost of Goods Sold	622,200	622,200	-	0.00%
Personnel Services	201,000	163,360	(37,640)	-18.73%
Supplies & Materials	14,200	14,200	-	0.00%
Maintenance & Services	59,250	62,140	2,890	4.88%
Other Charges	2,500	5,500	3,000	120.00%
Interfund Charges	13,250	14,100	850	6.42%
Payout of profits/(losses)	2,600	33,500	30,900	1188.46%
	915,000	915,000	-	0.00%



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
<b>Fund 400 - LIQUOR CONTROL</b>								
<b>REVENUE</b>								
<i>Gain/Loss on Disposal of Assets</i>								
4600	Sale Of Fixed Assets	.00	.00	.00		.00	.00	(403,622.63)
	<i>Gain/Loss on Disposal of Assets Totals</i>	\$0.00	\$0.00	\$0.00	+++	\$0.00	\$0.00	(\$403,622.63)
<i>Charges for Services</i>								
5260	Liquor Sales - Wholesale	.00	.00	.00		.00	.00	937,113.84
5265	Bulk Sales	.00	.00	.00		.00	.00	795,560.93
5270	Liquor Sales - Retail	915,000.00	915,000.00	.00		455,531.50	772,157.35	3,460,385.00
	<i>Charges for Services Totals</i>	\$915,000.00	\$915,000.00	\$0.00	0%	\$455,531.50	\$772,157.35	\$5,193,059.77
<i>Miscellaneous</i>								
4800	Other Miscellaneous Revenue	.00	.00	.00		46,830.74	92,260.84	631,555.20
	<i>Miscellaneous Totals</i>	\$0.00	\$0.00	\$0.00	+++	\$46,830.74	\$92,260.84	\$631,555.20
<i>Transfers In</i>								
5510	Transfers From Other Funds	.00	.00	.00		.00	.00	419,377.93
	<i>Transfers In Totals</i>	\$0.00	\$0.00	\$0.00	+++	\$0.00	\$0.00	\$419,377.93
	<b>REVENUE TOTALS</b>	<b>\$915,000.00</b>	<b>\$915,000.00</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$502,362.24</b>	<b>\$864,418.19</b>	<b>\$5,840,370.27</b>
<b>EXPENSE</b>								
<i>Cost of Goods Sold</i>								
8910	Purchases	622,200.00	622,200.00	.00		317,695.82	628,422.23	1,460,199.77
8915	Change in Inventory	.00	.00	.00		19,597.00	(52,044.00)	2,646,791.28
8925	Freight	.00	.00	.00		.00	.00	365.28
8930	Excise Tax	.00	.00	.00		.00	.00	7,826.92
	<i>Cost of Goods Sold Totals</i>	\$622,200.00	\$622,200.00	\$0.00	0%	\$337,292.82	\$576,378.23	\$4,115,183.25
<i>Personnel Services</i>								
6000.100	Personnel Services Salaries	61,360.00	92,000.00	(30,640.00)	(33)	45,988.80	91,308.21	666,522.07
6000.400	Personnel Services Overtime Pay	.00	.00	.00		.00	1,573.68	14,076.64
6010.100	Benefits Fica & Fringe Benefits	22,000.00	49,000.00	(27,000.00)	(55)	22,831.70	59,013.46	323,708.04
6050	Outsourced Labor	80,000.00	60,000.00	20,000.00	33	42,652.52	68,822.46	109,522.17
	<i>Personnel Services Totals</i>	\$163,360.00	\$201,000.00	(\$37,640.00)	(19%)	\$111,473.02	\$220,717.81	\$1,113,828.92
<i>Supplies &amp; Materials</i>								
6100.052	Administrative Expense Bank Fees	14,000.00	14,000.00	.00		7,221.10	13,626.96	61,125.99
6100.100	Administrative Expense Dues and Subscriptions	.00	.00	.00		.00	24.00	183.00
6100.190	Administrative Expense Office Supplies	.00	.00	.00		.00	441.03	7,353.52
6110.125	Supplies & Equipment Equipment Maintenance & Repair	.00	.00	.00		.00	.00	2,551.81
6130.020	Equipment Maintenance Equipment Annual Maint Contr.	.00	.00	.00		.00	.00	7.00



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 400 - LIQUOR CONTROL								
EXPENSE								
Supplies & Materials								
6150.050	Uniforms & Personal Equipment Uniforms	200.00	200.00	.00		.00	293.60	.00
	<i>Supplies &amp; Materials Totals</i>	<i>\$14,200.00</i>	<i>\$14,200.00</i>	<i>\$0.00</i>	<i>0%</i>	<i>\$7,221.10</i>	<i>\$14,385.59</i>	<i>\$71,221.32</i>
Maintenance & Services								
6530.100	Consulting Services Professional Fees	35,000.00	35,000.00	.00		5,535.00	69,461.64	38,553.56
6540.010	Vehicle Operating Expenses Equipment/Vehicle Rental	.00	.00	.00		.00	.00	3,062.05
6540.020	Vehicle Operating Expenses Fuel - WC Fleet	.00	.00	.00		.00	126.63	7,017.50
6540.030	Vehicle Operating Expenses Vehicle Maintenance	.00	.00	.00		.00	.00	3,201.36
6550.015	Building Site Expenses Building Supplies	2,140.00	2,000.00	140.00	7	1,215.15	2,192.03	4,879.90
6550.020	Building Site Expenses Buildings & Grounds Maintenance	5,000.00	5,000.00	.00		2,272.99	5,070.38	27,835.90
6550.060	Building Site Expenses Electricity	11,000.00	11,000.00	.00		4,889.29	10,562.06	44,789.74
6550.120	Building Site Expenses Heating Propane	.00	.00	.00		.00	.00	1,955.56
6550.140	Building Site Expenses Internet Access	.00	.00	.00		.00	.00	1,813.54
6550.170	Building Site Expenses Office Rent/Lease	.00	.00	.00		47,233.68	93,670.57	219,244.11
6550.220	Building Site Expenses Security Alarm Monitoring	300.00	250.00	50.00	19	206.00	1,336.96	5,428.50
6550.270	Building Site Expenses Telephone	3,200.00	4,000.00	(800.00)	(20)	1,693.75	3,182.37	15,868.50
6550.310	Building Site Expenses Water & Sewer	500.00	500.00	.00		223.02	424.04	428.10
6900.070	Advertising Sales	5,000.00	1,500.00	3,500.00	233	4,582.67	2,437.59	19,714.91
	<i>Maintenance &amp; Services Totals</i>	<i>\$62,140.00</i>	<i>\$59,250.00</i>	<i>\$2,890.00</i>	<i>5%</i>	<i>\$67,851.55</i>	<i>\$188,464.27</i>	<i>\$393,793.23</i>
Other Charges								
7000.115	Travel, Training & Expense Mileage	500.00	500.00	.00		233.82	400.00	.00
7170.010	Benefits & Insurance Allowance for COLA	3,000.00	.00	3,000.00		.00	.00	.00
7170.100	Benefits & Insurance Property & Liability Insurance	2,000.00	2,000.00	.00		1,226.31	1,767.19	13,461.00
7200.010	Bond & Interest Expense Interest Expense	.00	.00	.00		.00	1,447.08	32,986.63
	<i>Other Charges Totals</i>	<i>\$5,500.00</i>	<i>\$2,500.00</i>	<i>\$3,000.00</i>	<i>120%</i>	<i>\$1,460.13</i>	<i>\$3,614.27</i>	<i>\$46,447.63</i>
Interfund Charges								
8010.010	Interfund Office Expense (Divided)	14,100.00	13,250.00	850.00	6	6,625.02	.00	3,593.85
8010.030	Interfund Treasurer's Support - Salary	.00	.00	.00		.00	5,500.00	36,495.68
8010.040	Interfund Treasurer's Support - Fringe	.00	.00	.00		.00	4,500.00	15,715.58
8010.050	Interfund Public Works & Admin - Benefits	.00	.00	.00		.00	1,513.00	10,477.08
8010.060	Interfund Public Works & Admin - Salaries	.00	.00	.00		.00	1,237.00	24,219.78
	<i>Interfund Charges Totals</i>	<i>\$14,100.00</i>	<i>\$13,250.00</i>	<i>\$850.00</i>	<i>6%</i>	<i>\$6,625.02</i>	<i>\$12,750.00</i>	<i>\$90,501.97</i>



# Budget Worksheet Report

Budget Year 2020

Account	Account Description	2020 Committee Review	2019 Adopted Budget	\$ Variance	% Variance	2019 Actual YTD Dec 2018	2018 Actual Amount	2017 Actual Amount
Fund 400 - LIQUOR CONTROL								
	EXPENSE							
	<i>Payments to Other Government Entities</i>							
8500.800	Payments to Other Gov't Entities Distribution of Liquor Profits	33,500.00	2,600.00	30,900.00	1,188	.00	.00	.00
	<i>Payments to Other Government Entities Totals</i>	\$33,500.00	\$2,600.00	\$30,900.00	1188%	\$0.00	\$0.00	\$0.00
	<i>Capital Equipment</i>							
9100.010	Depreciation Depreciation Expense	.00	.00	.00		7,980.00	15,958.00	92,959.70
	<i>Capital Equipment Totals</i>	\$0.00	\$0.00	\$0.00	+++	\$7,980.00	\$15,958.00	\$92,959.70
	EXPENSE TOTALS	\$915,000.00	\$915,000.00	\$0.00	0%	\$539,903.64	\$1,032,268.17	\$5,923,936.02
Fund 400 - LIQUOR CONTROL Totals								
	REVENUE TOTALS	\$915,000.00	\$915,000.00	\$0.00	0%	\$502,362.24	\$864,418.19	\$5,840,370.27
	EXPENSE TOTALS	\$915,000.00	\$915,000.00	\$0.00	0%	\$539,903.64	\$1,032,268.17	\$5,923,936.02
Fund 400 - LIQUOR CONTROL Totals		\$0.00	\$0.00	\$0.00	+++	(\$37,541.40)	(\$167,849.98)	(\$83,565.75)
	Net Grand Totals							
	REVENUE GRAND TOTALS	\$915,000.00	\$915,000.00	\$0.00	0%	\$502,362.24	\$864,418.19	\$5,840,370.27
	EXPENSE GRAND TOTALS	\$915,000.00	\$915,000.00	\$0.00	0%	\$539,903.64	\$1,032,268.17	\$5,923,936.02
	Net Grand Totals	\$0.00	\$0.00	\$0.00	+++	(\$37,541.40)	(\$167,849.98)	(\$83,565.75)

TEL: 410-632-1194  
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16

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

May 29, 2019

TO: Harold L. Higgins, Chief Administrative Officer  
FROM: Kelly Shannahan, Assistant Chief Administrative Officer *KL*  
SUBJECT: County Income Tax Rate Increase

\*\*\*\*\*

As you are aware, at their Budget Work Session on May 21, 2019, the County Commissioners agreed to increase the County Income Tax (Piggyback Tax) Rate from 1.75% of an individual's Maryland taxable income to 2.25% effective January 1, 2020. Attached is a draft resolution which needs to be adopted in order to formally enact the new Local Income Tax Rate. Please present this resolution to the County Commissioners for action at their next meeting on June 4, 2019.

If you should have any questions or concerns with regard to this matter, please feel free to contact me.

## RESOLUTION AMENDING COUNTY INCOME TAX RATE

WHEREAS, Section 10-106 of the Tax-General Article of the Annotated Code of Maryland provides that each County shall set, by ordinance or resolution, a county income tax equal to at least 1% but not more than 3.20% of an individual's Maryland taxable income; and

WHEREAS, the County Commissioners first set the County income tax rate at 20% of the State income tax for an individual in 1970, which was revised to a rate of 1.25% of an individual's Maryland taxable income when the State law was revised in 1999 to provide that the local income tax rate be based on Maryland taxable income rather than an individual's Maryland income tax; and the rate was later revised to 1.75% effective January 1, 2016, by Resolution No. 15-13 adopted on June 2, 2015; and

WHEREAS, the County Commissioners of Worcester County, Maryland have determined the need to increase the County income tax rate;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, Maryland that:

1. Effective January 1, 2020 the County income tax rate shall be 2.25% of an individual's Maryland taxable income.
2. The 2.25% rate shall be in effect for the taxable year beginning January 1, 2020 and continuing in effect until further changed by ordinance or resolution of the County Commissioners.
3. A copy of this Resolution shall be forwarded to the Comptroller of the Treasury prior to July 1, 2019.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

\_\_\_\_\_  
Diana Purnell, President

\_\_\_\_\_  
Joseph M. Mitrecic, Vice President

\_\_\_\_\_  
Anthony W. Bertino, Jr.

\_\_\_\_\_  
Madison J. Bunting, Jr.

\_\_\_\_\_  
James C. Church

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joshua C. Nordstrom





COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
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COUNTY COMMISSIONERS

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

May 29, 2019

17

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

**TO:** Worcester County Commissioners  
**FROM:** Harold L. Higgins, CPA, Chief Administrative Officer  
Kathy Whited, Budget Officer  
**SUBJECT:** FY2020 Budget for adoption

As you are aware, section 4-201 of the County Government Article of the Code of Public Local Laws of Worcester County requires that the Board of County Commissioners shall by resolution annually adopt an Expense Budget and tax rates on or before the first Tuesday in June.

Emergency Services account for vehicle repairs was inadvertently deleted for \$13,500 to cover the cost to retrofit the special operations trailer by WTHS and was added back to the budget. Room tax revenue for Unincorporated Areas has been adjusted for an additional \$81,000 due to actual receipts and estimates for FY20.

Following the results from the May 21, 2019 budget work session, the updated proposed Fiscal Year 2020 General Fund budget for a total of \$201,285,552 is attached and includes the expense budget resolution, FY2020 revenue and expense summary and FY2020 revenue budget by account classification report.

Revenue rate adjustments include the current property tax rate of \$.835 cents with an increase of \$.01 for a new tax rate for real property of \$.845 which would begin July 1, 2019. Also included is a local income tax rate of 1.75% which would increase to 2.25% beginning January 1, 2020.

After accounting for all approved expenditures by departments and agencies, a surplus of \$58,733 in revenue remained. In order to provide a balanced budget, the surplus was added to the Benefit & Insurance Contingency account 7170.020 in Department 1950.

As always we are available for any questions you may have.

Attachments: FY2020 expense budget resolution, Pages 1-2  
FY2020 revenue and expense summary, Pages 3-8  
FY2020 revenue budget by account classification report, Pages 9-13

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**RESOLUTION ADOPTING EXPENSE BUDGETS  
AND ESTABLISHING TAX RATES  
FOR FISCAL YEAR 2019/2020**

WHEREAS, Section 4-201 of the County Government Article of the Code of Public Local Laws of Worcester County requires that the Board of County Commissioners shall by Resolution annually adopt an Expense Budget and tax rates for each fiscal year pursuant to certain procedures more particularly set forth therein, and

WHEREAS, the Board of County Commissioners has complied with all the requirements thereof with regard to the adoption of said Expense Budget and tax rates.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board of County Commissioners do hereby adopt a General Fund Expense Budget for Fiscal Year 2019/2020 in the amount of \$201,285,552 pursuant to FY 2019/2020 Operating Budget attached hereto and incorporated herein; and that
2. The Board of County Commissioners do hereby adopt, levy, and impose the following taxes for Fiscal Year 2019/2020:
  - a. A Real Property Tax of \$0.845 upon every one hundred dollars of assessed and assessable real property in Worcester County except such property as may by provisions of law be exempt, with such discount as authorized by law for tax payments made prior to August 1, 2019;
  - b. In accordance with State Law, a Semi-Annual Property Tax payment option shall be available on Real Property Tax bills to those eligible and shall be subject to an additional service charge of 0.0% of the remaining tax due at the second installment to cover lost interest and administrative expenses;
  - c. A Business and Personal Property Tax of \$2.1125 upon every one hundred dollars of assessed and assessable business and personal property in Worcester County except such property as may by provisions of law be exempt, with such discount as authorized by law for tax payments made within thirty days of initial issuance of the bill;
  - d. A Public Utility (real and personal) and Railroad (personal) Tax of \$2.1125 upon every one hundred dollars of assessed and assessable public utility property and railroad personal property in Worcester County except such property as may by provisions of law be exempt, with such discount as authorized by law for tax payments made within thirty days of initial issuance of the bill;
  - e. A Local Income Tax of 1.75% of an individual's Maryland taxable income through December 31, 2019 pursuant to the Resolution of the County Commissioners dated June 2, 2015, and a Local Income Tax of 2.25% of an individual's Maryland taxable income, effective January 1, 2020 pursuant to the Resolution of the County Commissioners dated June 4, 2019;

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- f. An Admissions and Amusement Tax of 3% pursuant to Resolution of the County Commissioners dated June 6, 2000;
  - g. A Room Tax of 4.5% pursuant to Resolution of the County Commissioners dated November 6, 2007;
  - h. A Trailer Park Tax of 15% pursuant to Section 1-505 of the Taxation and Revenue Article of the Public Local Laws of Worcester County;
  - i. A Recordation Tax of \$3.30 on each \$500 of consideration, pursuant to Section 1-701 of the Taxation and Revenue Article of the Public Local Laws of Worcester County;
  - j. A Transfer Tax of 0.5% of the consideration payable pursuant to Section 1-801 of the Taxation and Revenue Article of the Code of Public Local Laws of Worcester County;
  - k. A Food and Beverage Sales Tax of 0.5% within the Town of Ocean City pursuant to Resolution of the County Commissioners dated April 21, 2009.
3. All other license fees, permit fees, user fees, taxes and other charges not enumerated above shall be at such amounts and rates as are currently in force or as shall be amended by resolution of the County Commissioners at which time such amended amounts and rates shall be effective.

AND BE IT RESOLVED that this Resolution shall become effective July 1, 2019.

PASSED AND ADOPTED this 4<sup>th</sup> day of June, 2019.

ATTEST:

COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND

\_\_\_\_\_  
Harold L. Higgins  
Chief Administrative Officer

\_\_\_\_\_  
Diana Purnell, President

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James C. Church

\_\_\_\_\_  
Theodore J. Elder

\_\_\_\_\_  
Joshua C. Nordstrom

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**WORCESTER COUNTY**  
Summary  
**FY2020 Revenue Estimate**

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	<b>FY2020 Estimate</b>	<b>FY2019 Estimate</b>	<b>(\$) Difference (%)</b>	
Property Taxes	\$ 140,826,835	\$ 135,821,065	\$ 5,005,770	4%
Income Taxes	26,500,000	23,000,000	3,500,000	15%
Other Local Taxes	12,534,000	11,985,000	549,000	5%
State Shared	1,584,729	971,020	613,709	63%
Licenses & Permits	2,393,982	1,944,507	449,475	23%
Charges for Services	6,667,281	6,392,186	275,095	4%
Interest on Investments	1,900,000	1,475,000	425,000	29%
Fines & Forfeits	52,500	52,500	0	0%
Misc./Sale of Assets/Other Revenue	519,532	515,323	4,209	1%
Federal Grants	346,188	348,372	(2,184)	-1%
State Grants	4,892,694	3,591,223	1,301,471	36%
Transfers In-Casino/Local Impact Grant	3,067,811	2,236,200	831,611	37%
Transfers In - Budget Stabilization	0	1,698,323	(1,698,323)	-100%
<b>TOTAL REVENUES</b>	<b>\$ 201,285,552</b>	<b>\$ 190,030,719</b>	<b>\$ 11,254,833</b>	<b>6%</b>

**FY 2020 Approved General Fund Budget**

	FY2020 Approved	FY2019 Approved	(\$ ) Difference (%)	
County Commissioners & Admin.				
Personnel Services	1,097,975	917,891	180,084	20%
Supplies & Materials	39,446	36,203	3,243	9%
Maintenance & Services	25,537	24,437	1,100	5%
Other Charges	44,614	46,914	(2,300)	-5%
Interfund Charges	(81,037)	(92,376)	11,339	-12%
Capital Equipment	0	0	0	N/A
	1,126,535	933,069	193,466	21%
Circuit Court				
Personnel Services	981,121	941,042	40,079	4%
Supplies & Materials	182,452	181,477	975	1%
Maintenance & Services	112,765	112,300	465	0%
Other Charges	12,848	10,925	1,923	18%
Capital Equipment	0	0	0	N/A
	1,289,186	1,245,744	43,442	3%
Orphan's Court				
Personnel Services	28,500	21,000	7,500	36%
Supplies & Materials	0	0	0	N/A
Other Charges	7,294	7,294	0	0%
	35,794	28,294	7,500	27%

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	FY2020 Approved	FY2019 Approved	(\$) Difference (%)	
State's Attorney				
Personnel Services	1,349,099	1,273,669	75,430	6%
Supplies & Materials	50,109	58,254	(8,145)	-14%
Maintenance & Services	26,012	32,300	(6,288)	-19%
Other Charges	25,750	26,500	(750)	-3%
Interfund Charges	0	0	0	N/A
Capital Equipment	0	0	0	N/A
	1,450,970	1,390,723	60,247	4%
Treasurer				
Personnel Services	1,253,170	1,200,857	52,313	4%
Supplies & Materials	136,527	132,845	3,682	3%
Maintenance & Services	5,000	6,100	(1,100)	-18%
Other Charges	6,735	6,735	0	0%
Interfund Charges	(226,122)	(245,912)	19,790	-8%
Capital Equipment	0	0	0	N/A
	1,175,310	1,100,625	74,685	7%
Elections Office				
Personnel Services	535,496	477,401	58,095	12%
Supplies & Materials	340,149	313,613	26,536	8%
Maintenance & Services	140,250	134,945	5,305	4%
Other Charges	14,190	12,741	1,449	11%
Capital Equipment	0	0	0	N/A
	1,030,085	938,700	91,385	10%
Human Resources				
Personnel Services	442,827	418,723	24,104	6%
Supplies & Materials	23,955	23,540	415	2%
Maintenance & Services	26,500	24,450	2,050	8%
Other Charges	5,320	6,045	(725)	-12%
Interfund Charges	(62,795)	(72,000)	9,205	-13%
Capital Equipment	0	42,000	(42,000)	-100%
	435,807	442,758	(6,951)	-2%
Development Review & Permitting				
Personnel Services	1,312,016	1,385,193	(73,177)	-5%
Supplies & Materials	282,560	269,137	13,423	5%
Maintenance & Services	58,425	60,120	(1,695)	-3%
Other Charges	22,120	21,040	1,080	5%
Interfund Charges	(15,491)	(77,238)	61,747	-80%
Capital Equipment	18,000	60,000	(42,000)	-70%
	1,677,630	1,718,252	(40,622)	-2%
Environmental Programs				
Personnel Services	1,107,101	999,072	108,029	11%
Supplies & Materials	282,522	262,392	20,130	8%
Maintenance & Services	104,842	104,842	0	0%
Other Charges	9,662	5,929	3,733	63%
Interfund Charges	(26,568)	(25,412)	(1,156)	5%
Capital Equipment	0	0	0	N/A
	1,477,559	1,346,823	130,736	10%

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	FY2020 Approved	FY2019 Approved	(\$) Difference (%)	
Information Technology				
Personnel Services	525,345	496,909	28,436	6%
Supplies & Materials	11,182	9,920	1,262	13%
Maintenance & Services	1,980	1,880	100	5%
Other Charges	8,759	3,715	5,044	136%
Interfund Charges	(28,088)	(33,554)	5,466	-16%
Capital Equipment	26,000	0	26,000	N/A
	545,178	478,870	66,308	14%
Other General Government				
Supplies & Materials	982,942	907,678	75,264	8%
Maintenance & Services	911,698	903,816	7,882	1%
Other Charges	1,185,967	1,152,504	33,463	3%
Capital Equipment	0	0	0	N/A
	3,080,607	2,963,998	116,609	4%
Sheriff's Department				
Personnel Services	6,043,233	6,021,823	21,410	0%
Supplies & Materials	612,623	642,267	(29,644)	-5%
Maintenance & Services	429,383	434,673	(5,290)	-1%
Other Charges	64,609	77,869	(13,260)	-17%
Capital Equipment	180,000	404,862	(224,862)	-56%
	7,329,848	7,581,494	(251,646)	-3%
Emergency Services				
Personnel Services	1,463,443	1,366,454	96,989	7%
Supplies & Materials	1,130,671	720,911	409,760	57%
Maintenance & Services	247,750	210,241	37,509	18%
Other Charges	51,295	8,500	42,795	503%
Interfund Charges	0	0	0	N/A
Capital Equipment	118,000	0	118,000	N/A
	3,011,159	2,306,106	705,053	31%
County Jail				
Personnel Services	6,153,698	6,010,344	143,354	2%
Supplies & Materials	1,185,102	1,237,891	(52,789)	-4%
Maintenance & Services	2,254,450	2,109,435	145,015	7%
Other Charges	16,056	12,856	3,200	25%
Capital Equipment	73,000	67,875	5,125	8%
	9,682,306	9,438,401	243,905	3%
Fire Marshal's Office				
Personnel Services	422,157	383,905	38,252	10%
Supplies & Materials	37,040	75,752	(38,712)	-51%
Maintenance & Services	16,260	16,160	100	1%
Other Charges	23,470	26,405	(2,935)	-11%
Capital Equipment	45,500	0	45,500	N/A
	544,427	502,222	42,205	8%

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	FY2020 Approved	FY2019 Approved	(\$ ) Difference (%)	
Volunteer Fire & Ambulance				
Supplies & Materials	19,020	14,270	4,750	33%
Maintenance & Services	17,810	25,810	(8,000)	-31%
Other Charges	7,430,386	7,034,202	396,184	6%
Capital Equipment	0	0	0	N/A
	7,467,216	7,074,282	392,934	6%
Public Works Department				
Personnel Services	574,243	546,078	28,165	5%
Supplies & Materials	23,435	22,822	613	3%
Maintenance & Services	51,396	51,396	0	0%
Other Charges	2,865	2,865	0	0%
Interfund Charges	(205,037)	(162,459)	(42,578)	26%
Capital Equipment	6,500	23,000	(16,500)	-72%
	453,402	483,702	(30,300)	-6%
Maintenance Division				
Personnel Services	953,236	897,476	55,760	6%
Supplies & Materials	50,382	56,488	(6,106)	-11%
Maintenance & Services	75,728	73,978	1,750	2%
Other Charges	4,650	5,225	(575)	-11%
Capital Equipment	53,000	26,000	27,000	104%
	1,136,996	1,059,167	77,829	7%
Roads Division				
Personnel Services	1,572,527	1,476,863	95,664	6%
Supplies & Materials	1,226,006	1,792,282	(566,276)	-32%
Maintenance & Services	674,106	517,130	156,976	30%
Other Charges	1,590	2,265	(675)	-30%
Capital Equipment	347,000	783,422	(436,422)	-56%
	3,821,229	4,571,962	(750,733)	-16%
Boat Landings				
Supplies & Materials	200,000	32,584	167,416	514%
Maintenance & Services	81,615	21,515	60,100	279%
Capital Equipment	0	0	0	N/A
	281,615	54,099	227,516	421%
Homeowner Convenience Centers				
Personnel Services	268,382	0	268,382	N/A
Supplies & Materials	3,150	0	3,150	N/A
Maintenance & Services	265,000	0	265,000	N/A
Other Charges	0	0	0	N/A
Interfund Charges	215,485	0	215,485	N/A
	752,017	0	752,017	N/A
Recycling				
Personnel Services	340,631	0	340,631	N/A
Supplies & Materials	17,150	0	17,150	N/A
Maintenance & Services	195,000	0	195,000	N/A
Other Charges	1,314	0	1,314	N/A
Interfund Charges	217,261	0	217,261	N/A
Capital Equipment	45,000	0	45,000	N/A
	816,356	0	816,356	N/A

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	FY2020 Approved	FY2019 Approved	(\$) Difference (%)	
Health Department				
Supplies & Materials	3,000	3,000	0	0%
Maintenance & Services	416,002	416,002	0	0%
Other Charges	5,197,842	5,128,751	69,091	1%
Capital Equipment	0	0	0	N/A
	5,616,844	5,547,753	69,091	1%
Mosquito Control Division				
Personnel Services	89,483	79,458	10,025	13%
Supplies & Materials	3,650	2,850	800	28%
Maintenance & Services	18,050	17,850	200	1%
Other Charges	70,000	90,000	(20,000)	-22%
Capital Equipment	0	94,000	(94,000)	-100%
	181,183	284,158	(102,975)	-36%
Commission on Aging				
Supplies & Materials	56,108	1,500	54,608	3641%
Maintenance & Services	209,750	213,450	(3,700)	-2%
Other Charges	1,023,700	913,700	110,000	12%
Capital Equipment	0	0	0	N/A
	1,289,558	1,128,650	160,908	14%
Social Service Groups				
Personnel Services	0	0	0	N/A
Other Charges	686,328	751,979	(65,651)	-9%
	686,328	751,979	(65,651)	-9%
Wor-Wic Community College				
Other Charges	2,333,092	2,203,762	129,330	6%
Capital Equipment	0	0	0	N/A
	2,333,092	2,203,762	129,330	6%
Board of Education				
Personnel Services	69,146,121	66,788,626	2,357,495	4%
Supplies & Materials	3,255,833	3,055,833	200,000	7%
Maintenance & Services	7,776,138	7,633,874	142,264	2%
Other Charges	31,517,591	29,376,992	2,140,599	7%
Interfund Charges	(20,602,519)	(19,888,092)	(714,427)	4%
Capital Equipment	544,542	494,542	50,000	10%
Total Operating Budget	91,637,706	87,461,775	4,175,931	5%
School Debt Service	11,763,756	10,396,581	1,367,175	13%
Total Operating & Debt Service	103,401,462	97,858,356	5,543,106	6%
Recreation Department				
Personnel Services	809,238	739,207	70,031	9%
Supplies & Materials	357,505	241,410	116,095	48%
Maintenance & Services	191,478	178,328	13,150	7%
Other Charges	16,880	10,980	5,900	54%
Capital Equipment	0	66,000	(66,000)	-100%
	1,375,101	1,235,925	139,176	11%

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	FY2020 Approved	FY2019 Approved	(\$ ) Difference (%)	
Parks Department				
Personnel Services	413,234	341,719	71,515	21%
Supplies & Materials	1,304,579	799,993	504,586	63%
Maintenance & Services	88,331	82,971	5,360	6%
Other Charges	630	600	30	5%
Capital Equipment	48,500	39,000	9,500	24%
	1,855,274	1,264,283	590,991	47%
Library				
Personnel Services	1,852,680	1,774,010	78,670	4%
Supplies & Materials	468,210	473,710	(5,500)	-1%
Maintenance & Services	383,672	386,422	(2,750)	-1%
Other Charges	8,804	8,804	0	0%
Capital Equipment	85,000	0	85,000	N/A
	2,798,366	2,642,946	155,420	6%
Recreation & Culture				
Other Charges	75,000	65,000	10,000	15%
	75,000	65,000	10,000	15%
Extension Service				
Supplies & Materials	18,593	26,093	(7,500)	-29%
Maintenance & Services	2,500	2,500	0	0%
Other Charges	179,952	152,845	27,107	18%
Capital Equipment	0	0	0	N/A
	201,045	181,438	19,607	11%
Natural Resources				
Supplies & Materials	1,700	1,700	0	0%
Other Charges	509,554	499,554	10,000	2%
	511,254	501,254	10,000	2%
Economic Development Department				
Personnel Services	193,872	188,040	5,832	3%
Supplies & Materials	139,816	141,400	(1,584)	-1%
Maintenance & Services	93,950	93,950	0	0%
Other Charges	18,675	18,675	0	0%
Capital Equipment	0	0	0	N/A
	446,313	442,065	4,248	1%
Tourism Department				
Personnel Services	207,023	215,651	(8,628)	-4%
Supplies & Materials	183,948	157,717	26,231	17%
Maintenance & Services	729,844	707,884	21,960	3%
Other Charges	5,000	4,250	750	18%
Capital Equipment	0	0	0	N/A
	1,125,815	1,085,502	40,313	4%
Taxes Shared W/Towns				
Other Charges	2,345,257	2,335,070	10,187	0%
	2,345,257	2,335,070	10,187	0%

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	FY2020 Approved	FY2019 Approved	(\$ ) Difference (%)	
Grants to Towns				
Supplies & Materials	0	0	0	N/A
Other Charges	5,856,000	5,712,425	143,575	3%
	5,856,000	5,712,425	143,575	3%
Insurance & Benefits				
Maintenance & Services	5,000	5,000	0	0%
Health, OPEB & Other	20,714,728	18,195,895	2,518,833	14%
	20,719,728	18,200,895	2,518,833	14%
Debt Service				
Interfund Charges	13,215,563	11,628,225	1,587,338	14%
Less: Alloc. Brd of Ed Debt	(11,763,756)	(10,396,581)	(1,367,175)	13%
	1,451,807	1,231,644	220,163	18%
Interfund				
Interfund Charges	394,893	1,698,323	(1,303,430)	-77%
	394,893	1,698,323	(1,303,430)	-77%
TOTAL EXPENDITURES	\$ 201,285,552	\$ 190,030,719	\$ 11,254,833	6%

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**Worcester County**  
**FY2020 General Fund Revenue Annual Budget by Account Classification**

Account Number	Account Description	FY2020 Estimated Budget	2019 Adopted Budget	\$ Variance	% Variance
<b>Property Taxes</b>					
4000	Full Year Real Property Taxes	134,303,565	129,281,998	5,021,567	4%
4010	Personal Property Taxes	326,614	353,186	(26,572)	-8%
4020	Corporation Property Taxes	4,028,241	4,355,963	(327,722)	-8%
4030	Railroad & Utility Property Tax	3,386,485	3,052,150	334,335	11%
4035	Railroad Real Property	3,803	3,465	338	10%
4040	Half Year Real Property Taxes	211,250	208,750	2,500	1%
4050	Tax Additions & Abatements	(358,200)	(358,200)	0	0%
4060	Interest on Delinquent Taxes	650,000	690,000	(40,000)	-6%
4070	Discounts Allowed on Taxes	(460,000)	(440,000)	(20,000)	5%
4080	Tax Credits For Assessment I	(1,264,923)	(1,326,247)	61,324	-5%
Account Classification Total: - Property Taxes		140,826,835	135,821,065	5,005,770	3%
<b>Income Tax</b>					
4100	Income Tax	26,500,000	23,000,000	3,500,000	15%
Account Classification Total: - Income Tax		26,500,000	23,000,000	3,500,000	15%
<b>Other Taxes</b>					
4200	Admission & Amusement Taxes	575,000	500,000	75,000	15%
4210	Recordation Taxes	6,662,000	6,500,000	162,000	2%
4230	Trailer Park Excise Tax	100,000	100,000	0	0%
4240	Food Tax	78,000	75,000	3,000	4%
4250	Room Tax	169,000	160,000	9,000	6%
4250.040	Room Tax Due to Unincorporated Areas	950,000	900,000	50,000	6%
4340	Transfer Tax	4,000,000	3,750,000	250,000	7%
Account Classification Total: - Other Taxes		12,534,000	11,985,000	549,000	5%
<b>State Shared</b>					
4300	Highway Users Taxes	1,134,729	521,020	613,709	118%
4310	911 Fees	450,000	450,000	0	0%
Account Classification Total: - State Shared		1,584,729	971,020	613,709	63%
<b>Franchise Fees</b>					
4400	Franchise Fees	22,500	22,500	0	0%
Account Classification Total: - Franchise Fees		22,500	22,500	0	0%
<b>Gain/Loss on Disposal of Assets</b>					
4600	Sale Of Fixed Assets	35,000	30,000	5,000	17%
Account Class Total: - Gain/Loss on Disposal of Assets		35,000	30,000	5,000	17%
<b>Licenses and Permits</b>					
4900	Liquor Licenses	840,000	840,000	0	0%
4905	Vending Machine Licenses	80,000	100,000	(20,000)	-20%
4910	Traders Licenses	95,000	90,000	5,000	6%
4915	Occupational Licenses	35,000	5,700	29,300	514%
4920	Bingo Permits	18,000	16,500	1,500	9%
4925	Tourist & Trailer Park Permits	500	8,000	(7,500)	-94%
4927	Rental License Fee	30,000	0	30,000	N/A
4930	Building Permits	300,000	250,000	50,000	20%
4932	Electrical Permits	15,000	18,650	(3,650)	-20%
4933	Commercial Plumbing Plan Review	2,500	2,500	0	0%
4935	Marriage Licenses	24,000	24,000	0	0%
4936	Civil Ceremony	1,500	1,500	0	0%
4941	Shoreline Construction Permit	18,000	15,000	3,000	20%
4942	Timber Harvest Permit	3,000	2,500	500	20%
4943	SEC/SWM Permit	20,000	18,000	2,000	11%
4945.010	Environmental Permits Burn Permit	600	600	0	0%
4945.020	Environmental Permits Campground Permit	3,325	3,325	0	0%

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**Worcester County**  
**FY2020 General Fund Revenue Annual Budget by Account Classification**

Account Number	Account Description	FY2020 Estimated Budget	2019 Adopted Budget	\$ Variance	% Variance
4945.030	Environmental Permits Septic Permit	23,500	23,500	0	0%
4945.040	Environmental Permits Waste Hauler Permit	2,100	2,100	0	0%
4945.050	Environmental Permits Well Permit	16,800	22,000	(5,200)	-24%
4945.060	Environmental Permits Other	300	300	0	0%
4945.070	Environmental Permits Water & Sewer Review	10,000	0	10,000	N/A
4950	Health Permits	399,707	383,532	16,175	4%
4955	Raffle Permits	1,800	1,800	0	0%
4960	Plumbing Permits	52,000	45,000	7,000	16%
4965	Gas Permits	19,000	18,000	1,000	6%
4970	Forestry Conservation Review Fees	6,000	5,000	1,000	20%
4980	Landfill Permits-Household	320,000	0	320,000	N/A
4982	PAYT Tags - Household	9,000	0	9,000	N/A
5060.100	Licenses and Permits Board of Zoning Appeal	18,000	18,000	0	0%
5060.300	Licenses and Permits Site Plan Review	11,000	11,000	0	0%
5060.400	Licenses and Permits Rezoning Fee	4,000	4,000	0	0%
5060.500	Licenses and Permits Subdivision Review Fee	12,000	12,000	0	0%
5060.600	Licenses and Permits Text Amendment	2,000	2,000	0	0%
5060.700	Licenses and Permits Nat Resources Text	350	0	350	N/A
Account Classification Total: - Licenses and Permits		2,393,982	1,944,507	449,475	23%
<b>Charges for Services</b>					
4940	Shoreline Construction Application Fee	20,000	12,000	8,000	67%
5045	EDU Transfer/Application Fee	4,000	2,000	2,000	100%
5047	Stormwater Management Review Fee	75,000	75,000	0	0%
5065.100	Sheriff Fees Sheriff Fees - Paper Service	40,000	40,000	0	0%
5065.200	Sheriff Fees Sheriff Fees - Peddler's License	500	500	0	0%
5065.300	Sheriff Fees Sheriff Fees - Parking Fines	1,000	1,000	0	0%
5065.400	Sheriff Fees Animal Control Fees	8,000	8,000	0	0%
5065.405	Sheriff Fees Spay & Neuter Fees	12,000	25,000	(13,000)	-52%
5065.700	Sheriff Fees Contractual Services	7,000	7,000	0	0%
5070.100	Sale of Publications & Copies Commissioners	500	500	0	0%
5070.300	Sale of Publications & Copies Dev. Review &	1,000	1,000	0	0%
5070.400	Sale of Publications & Copies 911 Recordings	50	50	0	0%
5070.600	Sale of Publications & Copies Elections	400	500	(100)	-20%
5070.700	Sale of Publications & Copies Circuit Court	100	0	100	N/A
5070.900	Sale of Publications & Copies Environmental	5	0	5	N/A
5075	Library Use Charges	20,000	28,000	(8,000)	-29%
5076	Library Erate Reimbursement	2,500	8,500	(6,000)	-71%
5080	County Share Vehicle Tag Fee	3,500	4,500	(1,000)	-22%
5085	Liquor Advertising Fees	2,500	2,500	0	0%
5086	Tourism Co-Op Advertising	2,000	1,500	500	33%
5090	Firearms Training Center Fee	3,000	3,000	0	0%
5095.100	Payments For Jail Use Work Release	40,000	40,000	0	0%
5095.200	Payments For Jail Use ICE Housing	5,200,000	5,200,000	0	0%
5095.400	Payments For Jail Use State Housing	50,000	50,000	0	0%
5095.500	Payments For Jail Use Weekenders	5,000	5,000	0	0%
5095.600	Payments For Jail Use Social Security	10,000	10,000	0	0%
5095.700	Payments For Jail Use State Medical Records	20,000	20,000	0	0%
5095.800	Payments For Jail Use Pretrial Fees	5,000	0	5,000	N/A
5100.100	Fire Inspection Fees Plan Review Fee	100,000	100,000	0	0%
5100.200	Fire Inspection Fees Fire Safety Fee	25,000	25,000	0	0%
5100.600	Fire Inspection Fees Fire Inspections QAP	15,000	15,000	0	0%
5105.100	Public Works Revenues Pipe Sales	30,000	10,000	20,000	200%

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Worcester County						
FY2020 General Fund Revenue Annual Budget by Account Classification						
	Account Number	Account Description	FY2020 Estimated Budget	2019 Adopted Budget	\$ Variance	% Variance
	5107	Roads Department Fees	50,000	35,000	15,000	43%
	5110	Recreation Fees	182,900	175,000	7,900	5%
	5115	Mosquito Control Charges	50,000	50,000	0	0%
	5120	Circuit Court Bar Library	5,000	5,000	0	0%
	5127	Recreation Center Rental Fees	1,400	1,400	0	0%
	5128	Recreation Sponsorships	3,750	0	3,750	N/A
	5130	Tourism Programs and Events	9,000	3,000	6,000	200%
	5142	Election Filing Fee	200	0	200	N/A
	5155	CommunityService Fees	70,000	65,000	5,000	8%
	5160	Family Services Legal Fees Other	1,600	1,500	100	7%
	5161	Casino Security	15,000	15,000	0	0%
	5162	Seacrets Security	97,696	97,696	0	0%
	5165	Critical Area Review Fees	28,000	27,000	1,000	4%
	5167	Water/Sewer Plan Amendment Fee	2,000	2,000	0	0%
	5175.200	Donations Sponsorship Program Recreation	450	450	0	0%
	5175.205	Donations Sponsorship Program Youth	0	6,000	(6,000)	-100%
	5181	First Offender Program Fees	10,000	0	10,000	N/A
	5185	Recycling Revenue	100,800	0	100,800	N/A
	5186	Metal Recycling Revenue	50,000	0	50,000	N/A
	5195	Tire Revenue	30,000	0	30,000	N/A
	5215	Motor Coach Fees	29,640	28,000	1,640	6%
	5220.010	Park Fees Field Rental	3,500	5,000	(1,500)	-30%
	5220.020	Park Fees Pavilion Rental	3,500	4,000	(500)	-13%
	5220.030	Park Fees Tree of Life	800	400	400	100%
	5220.035	Park Fees Tournament Rental	20,000	25,000	(5,000)	-20%
	5220.040	Park Fees User Fees	240	240	0	0%
	5225	Concession Stand Fees	50,000	50,000	0	0%
	5226	Special Events Fees	75,300	14,000	61,300	438%
	5227	Tournament Fees	12,000	22,000	(10,000)	-45%
	5230.010	Environmental Fees Perk Test Fee	9,000	10,000	(1,000)	-10%
	5230.020	Environmental Fees Plat Review Fee	6,000	6,000	0	0%
	5230.030	Environmental Fees Water Sample Fee	400	400	0	0%
	5240	Shared Facility/Service Area Fee	500	500	0	0%
	5245	Solar Renewable Energy Credits	50	50	0	0%
	5330	Economic Development Programs and Events	0	3,000	(3,000)	-100%
	5435	BRF Admin Fee	22,500	21,000	1,500	7%
Account Classification Total: - Charges for Services			6,644,281	6,369,186	275,095	4%
<b>Interest &amp; Penalties</b>						
	4700	Interest On Investments	1,900,000	1,475,000	425,000	29%
Account Classification Total: - Interest & Penalties			1,900,000	1,475,000	425,000	29%
<b>Fines &amp; Forfeitures</b>						
	5300	Court Fines	50,000	50,000	0	0%
	5310	Civil Infraction Fines	2,500	2,500	0	0%
Account Classification Total: - Fines & Forfeitures			52,500	52,500	0	0%

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**Worcester County**  
**FY2020 General Fund Revenue Annual Budget by Account Classification**

	Account Number	Account Description	FY2020 Estimated Budget	2019 Adopted Budget	\$ Variance	% Variance
<b>Miscellaneous Revenue</b>						
	4260	Rents/State Revenue	0	133,503	(133,503)	-100%
	4260.010	Rents/State Revenue Boat Landings	35,012	0	35,012	N/A
	4260.020	Rents/State Revenue County Administration	67,599	0	67,599	N/A
	4260.030	Rents/State Revenue Elections	31,000	0	31,000	N/A
	4270	Rents-Tower Site/Contrib & Donat	20,921	21,820	(899)	-4%
	4800	Other Miscellaneous Revenue	80,000	80,000	0	0%
	5420	Retiree Drug Subsidy	250,000	250,000	0	0%
Account Classification Total: - Miscellaneous			484,532	485,323	(791)	0%
<b>Intergovernmental - Federal Revenue</b>						
	5541	Traffic Safety SHA	720	720	0	0%
	5600	Federal Payments In Lieu of Taxe	19,866	20,501	(635)	-3%
	5625	CDBG Housing Rehab Grant	150,000	150,000	0	0%
	5664.020	US Fish and Wildlife Service Other General	7,000	8,000	(1,000)	-13%
	5675	Child Support Enforcement Grant	9,800	7,000	2,800	40%
	5745.300	Homeland Security Grant SHSGP	79,890	79,890	0	0%
	5745.600	Homeland Security Grant EMPG	74,651	75,000	(349)	0%
	5770	Bulletproof Vest Program	1,000	4,000	(3,000)	-75%
	5785	MDE Beach Monitoring Grant	3,261	3,261	0	0%
Account Class Total: - Intergovernmental - Federal Revenues			346,188	348,372	(2,184)	-1%
<b>Intergovernmental - State Revenue</b>						
	5515	DHCD Housing Administration Fee	7,000	7,000	0	0%
	5517	Other Housing Rehab Income	4,000	4,000	0	0%
	5525	Conservation Easement Administrative Fee	20,000	20,000	0	0%
	5530	Eastern Shore Library Grant	75,000	75,000	0	0%
	5543	Dental Program Reimbursement	22,220	22,220	0	0%
	5615	Maryland Coastal Bays	20,000	0	20,000	N/A
	5630	Water System Monitoring Grant	17,560	17,560	0	0%
	5635	Police Protection Grant	162,006	153,146	8,860	6%
	5640	State Library Aid	165,408	159,476	5,932	4%
	5645	Share of State Park Receipts	425,000	425,000	0	0%
	5650	State Aid for Fire Companies	373,789	381,886	(8,097)	-2%
	5655	Program Open Space Grant - Parks	1,138,500	676,751	461,749	68%
	5660	Waterway Improvement Grants	204,300	23,584	180,716	766%
	5662	BRF Operations & Maintenance Grant	10,000	10,000	0	0%
	5663	Share of State Forest Land	65,000	65,000	0	0%
	5665	State Aid for Bridges	824,881	0	824,881	N/A
	5680	State Grant for Critical Areas	10,000	13,000	(3,000)	-23%
	5688	MD Dept of Aging Grant	54,608	0	54,608	N/A
	5700	911 Systems Grant	14,500	7,000	7,500	107%
	5705	State Grant for Tourism	140,607	102,931	37,676	37%
	5725	Family Support Grant	230,184	184,820	45,364	25%
	5726	Family Support Services MACRO Grant	0	13,800	(13,800)	-100%
	5730	Septic System BRF Grant Program	240,000	240,000	0	0%
	5732	Conservation Easements Reimbursements	60,000	60,000	0	0%
	5735.010	Other Grants Roads	0	559,563	(559,563)	-100%
	5735.015	Other Grants Economic Development	0	0	0	N/A
	5735.045	Other Grants Parks	239,000	0	239,000	N/A
	5735.050	Other Grants Recreation	500	500	0	0%
	5757	Trial Jury Reimbursement	54,000	54,000	0	0%
	5760	Drug Court Grant	230,016	218,109	11,907	5%
	5762	Heroin Coordinator Grant	50,615	65,433	(14,818)	-23%

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Worcester County						
FY2020 General Fund Revenue Annual Budget by Account Classification						
	Account Number	Account Description	FY2020 Estimated Budget	2019 Adopted Budget	\$ Variance	% Variance
	5905	Sheriff-Sex Offender Grant	22,000	9,444	12,556	133%
	5912	Sher-Health Underage Drinking	2,000	2,000	0	0%
	5915.030	CREP Program Environmental Programs	0	5,000	(5,000)	-100%
	5925	MALPF Admin Fee	0	5,000	(5,000)	-100%
	5940	Intern Program Grant	10,000	10,000	0	0%
Account Class Total: - Intergovernmental - State Revenues			4,892,694	3,591,223	1,301,471	36%
<b>Other Revenue</b>						
	5845	Salary Reimbursement	500	500	0	0%
Account Classification Total: - Other Revenue			500	500	0	0%
<b>Transfers In</b>						
	5511	Casino/Local Impact Grant Funds	3,067,811	2,236,200	831,611	37%
	5975	Transfers	0	1,698,323	(1,698,323)	-100%
Account Classification Total: - Transfers In			3,067,811	3,934,523	(866,712)	-36%
<b>Total General Fund Revenues</b>			<b>201,285,552</b>	<b>190,030,719</b>	<b>11,254,833</b>	<b>6%</b>

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18

COMMISSIONERS  
DIANA PURNELL, PRESIDENT  
JOSEPH M. MITRECIC, VICE PRESIDENT  
ANTHONY W. BERTINO, JR.  
MADISON J. BUNTING, JR.  
JAMES C. CHURCH  
THEODORE J. ELDER  
JOSHUA C. NORDSTROM

OFFICE OF THE  
COUNTY COMMISSIONERS

HAROLD L. HIGGINS, CPA  
CHIEF ADMINISTRATIVE OFFICER  
MAUREEN F.L. HOWARTH  
COUNTY ATTORNEY

**Worcester County**

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103  
SNOW HILL, MARYLAND  
21863-1195

## MEMORANDUM

Late Request  
- Submitted directly to  
President Purnell on  
Thursday, May 30

TO: Chief Administrative Officer Harold Higgins  
FROM: Kim Moses, Public Information Officer  
DATE: June 3, 2019  
RE: AGH Request for Letter of Grant Support

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Atlantic General Hospital Foundation members are requesting a letter of support from the County Commissioners to include with an application they will be submitting for a \$2,122,911 grant through the Maryland Hospital Association under the 2019 Hospital Bond Project Review Program. The grant funds will be used to construct a freestanding ambulatory surgery center near Ocean Pines. The grant application deadline is June 17, 2019.

A draft letter supporting their grant request is attached for Commission President Purnell to sign.

May 30, 2019



10320 Old Ocean City Blvd.  
Berlin, Maryland 21811  
410.641.9671

foundation@atlanticgeneral.org  
www.atlanticgeneral.org

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Dear Commissioner President Diana Purnell,

Atlantic General Hospital will be submitting a grant application to the Maryland Hospital Association under the 2019 Hospital Bond Project Review Program to request funding in the amount of \$2,122,911.00 for our freestanding Ambulatory Surgery Center project.

We are asking you to please write a letter of support for our application. Below you will find talking points, which may assist you in writing your letter. Please use these points in your letter, but put them in your own words:

1. You are writing in support of Atlantic General Hospital's request for grant funding through the Hospital Bond Project Review Program for Atlantic General Hospital's "Ambulatory Surgery Center" project.
2. A freestanding Ambulatory Surgery Center will be located near Ocean Pines community housing, and not on the hospital property or near the hospital. The new Ambulatory Surgery Center will include 1 new operating room, 1 relocated operating room, and 3 procedure rooms. This center will be focused on meeting the needs of the growing geriatric population primarily located within close proximity of the new Surgery / Endoscopy Center.
3. This facility is needed due to the increasing demand for outpatient surgical procedures, currently 85% of our total surgical cases in fiscal YTD 2019 (February). Several third-party payers are not allowing beneficiaries to go to hospitals for this type of service, and at this time there are no other Ambulatory Surgery Centers in Worcester County, so patients are required to travel for services such as screening colonoscopies and other vital programs. These policies also create a situation where AGH-based physicians cannot see these patients, because they do not have an Ambulatory Surgery Center to provide the care, which creates an access problem for our community.

**Please address the letter on the inside to:**  
MHA Bond Chair and Review Committee Members  
Hospital Bond Project Review Program  
c/o Maryland Hospital Association  
6820 Deerpath Road  
Elkridge, MD 21075-6200

The letters of support must be included in the actual application which will be submitted on June 17, 2019. The letters of support **cannot** be sent directly to the legislators, MHA, or to the Project Review Committee. **Please return your letter of support to Tammy Patrick no later than June 11, 2019 to:**

Atlantic General Hospital Foundation  
c/o Tammy Patrick  
10320 Old Ocean City Boulevard  
Berlin, MD 21811

If you should have any questions, please contact Tammy Patrick at 410-641-9690. Thank you for your continued support of Atlantic General Hospital and your willingness to write this letter of support.

Sincerely,

Todd A. Ferrante  
Chairman, Atlantic General Hospital Foundation



DRAFT

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## Worcester County

GOVERNMENT CENTER  
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

June 4, 2019

MHA Bond Chair and Review Committee Members  
Hospital Bond Project Review Program  
c/o Maryland Hospital Association  
6820 Deerpath Road  
Elkridge, MD 21075-6200

Dear MHA Bond Chair and Review Committee Members:

On behalf of the Worcester County Commissioners, I would like to express our full support of the application from Atlantic General Hospital to the Maryland Hospital Association for a 2019 Hospital Bond Project Review Program grant to help fund construction of a freestanding ambulatory surgery center near the Ocean Pines community. Worcester County, located on the Delmarva Peninsula, offers many amenities that make it one of the fastest growing counties in Maryland. In addition to a year-round population of roughly 52,000, the county hosts eight million visitors annually. Our growing resident population and booming visitor population place ever greater demands on our healthcare system, and for those reasons Worcester County has been federally designated as a medically underserved area.

Atlantic General Hospital and Atlantic General Health System continue to expand their services to address Worcester County's growing geriatric population, primarily located within close proximity to the new surgery/endoscopy center. This facility is needed to address the increasing demand for outpatient surgical procedures, which currently accounts for 85% of AGH's total surgical cases in fiscal YTD 2019 (February). Several third-party payers are not allowing beneficiaries to go to hospitals for this type of service, and at this time there are no other ambulatory surgery centers in Worcester County, so patients are required to travel for services such as screening colonoscopies and other vital programs. These policies also create a situation where AGH-based physicians cannot see these patients because they do not have an ambulatory surgery center to provide the care, which creates an access problem for our communities.

DRAFT

We applaud Atlantic General Hospital for its continued commitment to meeting the needs of our Eastern Shore communities, and for making exceptional healthcare available to our residents and visitors.

Sincerely,

Diana Purnell  
President

MJB/KAM